

# LAWPRO PROFESSIONAL LIABILITY INSURANCE APPLICATION TO INCREASE RUN-OFF COVERAGE

- No Application is required for standard Run-Off Coverage insurance.
- Complete this Application only if:
  - (1) you are applying to increase your Run-Off Coverage limits above the \$250,000 per CLAIM and in the AGGREGATE amount, which is automatically provided free of charge to all LAWYERS withdrawn from private practice, as provided to the Law Society of Ontario (Law Society) LAWYERS claiming exemption under the Law Society program for reasons other than mobility or temporary leave of absence; and/or
  - (2) you wish your Run-Off Coverage limits to also apply to certain services yet to be provided by you in your capacity as an estate trustee, a trustee for an *inter vivos* trust, or an attorney for property, as residual work from your former law practice.
- Upon our receipt of your completed Application form, you will be provided with a written premium estimate for the coverage you have requested. You will have 30 days following the date of the premium estimate to accept the estimate in writing. Any resulting Increased Run-off protection will be subject to a 60-day wait period following LAWPRO's receipt of your application. Therefore, applicants should apply at least **60 days** before the coverage is to be in place, to ensure there is no gap in coverage and the requested coverage limits are in effect. If your written confirmation is not received within the 30 day period, the estimate will no longer be considered valid and your application will be retired.
- Throughout this Application, certain words have been capitalized to indicate they have a specific meaning as defined in the LAWPRO POLICY.
- **Return the completed Application to:**  

|                          |                   |   |
|--------------------------|-------------------|---|
| <b>LAWPRO</b>            | fax: 416-599-8341 | email: <a href="mailto:service@lawpro.ca">service@lawpro.ca</a> |
| 250 Yonge Street         | 1-800-286-7639    |   |
| Suite 3101, P.O. Box 3   |                   |   |
| Toronto, Ontario M5B 2L7 |                   |   |
- You can complete this Application online through the **My LAWPRO** section of the LAWPRO website at [lawpro.ca](http://lawpro.ca)
- Upon nearing the expiry date of a period of Increased Run-off coverage, LAWPRO will automatically forward a notice of reminder, along with a premium estimate of a renewed term of increased coverage and a renewal application for your consideration. You will be invited to complete the renewal application at that time for a new period of this optional coverage.

## For more information

For a copy of our *Insurance Matters* booklet detailing Run-Off Coverage insurance and options to increase your liability insurance protection, visit the LAWPRO website at [lawpro.ca](http://lawpro.ca) or contact the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013, or email [service@lawpro.ca](mailto:service@lawpro.ca)

## APPLICANT Information

### I. Name of present LAWYER/former LAWYER ("APPLICANT")

Law Society # \_\_\_\_\_

### 2. Address for future LAWPRO correspondence

No. \_\_\_\_\_ Street \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

c/o (if applicable) \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email \_\_\_\_\_

### 3. On what date did the APPLICANT last engage in private practice or on what day is the APPLICANT planning to withdraw?

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(mm/dd/yyyy)

### 4. Please provide details of the APPLICANT'S employment over the last 10 years, whether in private and/or public practice. (APPLICANTS who have withdrawn from active practice should refer to the last 10 years prior to withdrawing from practice.)

| Year(s) | Name of firm/employer | Position |
|---------|-----------------------|----------|
| _____   | _____                 | _____    |
| _____   | _____                 | _____    |
| _____   | _____                 | _____    |

5. How many years did the APPLICANT practise law in Ontario, whether in private and/or public practice? \_\_\_\_\_ years

Where exact information is not available in questions 6, 7 and 8, please provide your best approximation

6. During the last ten (10) years of private practice, what percentage of the APPLICANT'S practice, on the basis of total gross billings, related to the practice of **real estate law**? (Please include a proportionate share of legal-related billings by non-lawyers, if applicable): \_\_\_\_\_ %
7. During the last ten (10) years of private practice, what percentage of the APPLICANT'S practice, on the basis of total gross billings, related to the practice of **criminal law**? (Please include a proportionate share of legal-related billings by non-lawyers, if applicable): \_\_\_\_\_ %
8. During the last two (2) years of private practice, on average, how many hours per week did the APPLICANT devote to practice? Please include any time (estimate) for undocked work. \_\_\_\_\_ (hours/week)

## Option Selection

Please indicate the options that the APPLICANT wishes to apply for by marking the appropriate selection with an "X".

### 9. Option 1: Coverage Limit Buy-Up

Select one only. (Note: \$250,000 per CLAIM and in the AGGREGATE [not renewed] standard Run-Off Coverage is provided at no charge). Choose one of the following only if applying for increased Run-Off Coverage limit protection, or increased Run-Off protection for services yet to be performed as an estate trustee, a trustee for an inter vivos trust, or an attorney for property, as residual work from the LAWYER'S past law practice in Ontario – details must be provided in Question 12.

- Standard \$250,000 per CLAIM/\$250,000 in the AGGREGATE, with Increased Protection for residual work as an estate trustee, a trustee for an inter vivos trust, or an attorney for property (do not select this option if Question 12 does not apply to you)**
- standard \$5,000 DEDUCTIBLE applies
- Limit Buy-Up to \$500,000 per CLAIM/\$500,000 in the AGGREGATE**
- standard \$5,000 DEDUCTIBLE applies
- Limit Buy-Up to \$1 million per CLAIM/\$2 million in the AGGREGATE**
- standard \$5,000 DEDUCTIBLE applies

Are you interested in receiving information about Excess Insurance Coverage, which provides coverage above the \$1 million per CLAIM/\$2 million in the AGGREGATE limit amount?

- Yes  No

### 10. Option 2: Coverage Term

Select one only (Note: one-year term is not available.)

- 5-year term  3-year term
- 4-year term  2-year term

### 11. Option 3: Innocent Partner Exposure – Limit Buy-Up

- Note:**
- Innocent Partner protection is provided as part of the \$250,000 per CLAIM and in the AGGREGATE standard Run-Off Coverage provided at no charge.
  - Innocent Partner protection would not apply in respect of any services yet to be provided by you in your capacity as an estate trustee, a trustee for an inter vivos trust, or an attorney for property, as residual work from your former law practice.

Choose one of the following only if the APPLICANT is also applying for additional Innocent Partner protection as part of the increased Run-Off Coverage limit protection:

- Innocent Partner Limit Buy-Up to \$500,000 per CLAIM/\$500,000 AGGREGATE
- Innocent Partner Limit Buy-Up to \$1 million per CLAIM/\$1 million AGGREGATE

### 12. Option 4: Protection for Residual Work as Estate Trustee, Trustee for Inter Vivos Trust, or Attorney for Property

The APPLICANT requests the Increased Coverage of this policy, to the limit selected in **Option 1** above, to apply to certain PROFESSIONAL SERVICES yet to be performed as an estate trustee, a trustee for an inter vivos trust, or an attorney for property, as residual work from the APPLICANT'S former practice.

- Yes (please provide details in the box on page 3)
- No (proceed to question #13 – CLAIMS and POTENTIAL CLAIMS)

- Note:**
- This protection is offered to LAWYERS who qualify for retirement or are changing to a non-practising status, and who are named or acting in the capacity of an estate trustee, a trustee for an inter vivos trust, or an attorney for property, as residual work from the LAWYER'S former law practice.
  - You must be claiming Exemption (h) under the Law Society of Ontario's (Law Society) insurance program to request this protection. Please refer to the Rules for Exemption Eligibility for complete details.
  - No protection is provided in respect of trusteeships, estates, or powers of attorney, of family members of the LAWYER. 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).
  - No protection is provided in respect of any dishonest, fraudulent, criminal or malicious act or omission of the LAWYER.

In the box on the following page, provide a full description of the services for which you are seeking protection and confirm that the services are not in respect of a member of your own family (as noted above).

Please include details of your full role and function in providing these services, as well as the current status and expected timeline for the services you will provide as an estate trustee, a trustee for an *inter vivos* trust or an attorney for property.

Additional details may be provided by way of separate attachment.

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With respect to these services to be provided by you as residual work from your former law practice, have you or will you be providing your client(s), and others likely to rely upon these services, with prompt written notice of changes in your insurance protection (from the standard practice coverage of \$1 million/CLAIM \$2 million/AGGREGATE)?

Yes  No

If "No", explain \_\_\_\_\_

### **CLAIM(S) and POTENTIAL CLAIM(S)**

13. Other than CLAIM(S)\* and POTENTIAL CLAIM(S)\* of which LAWPRO has been notified under the Law Society's insurance program, is the APPLICANT aware of any CLAIM(S) or POTENTIAL CLAIM(S) that has (have) been or may be made against the LAWYER, directly or indirectly, whether concerning the LAWYER'S own PROFESSIONAL SERVICES or those of others? In responding to this question, it is understood that the APPLICANT has made reasonable inquiry of the LAWYER'S former firm(s), employer(s), partner(s), associate(s), and employee(s).

Yes  No If "Yes", attach full details of each such CLAIM(S) or POTENTIAL CLAIM(S).

**Note:** CLAIM(S) and POTENTIAL CLAIM(S) which have been reported to insurers under other Canadian law society programs should be included by attachment.

#### **\*CLAIM(S) and POTENTIAL CLAIM(S)**

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 or failure to render PROFESSIONAL SERVICES; or
- a written or oral allegation of any DISHONEST, fraudulent, criminal, or malicious act(s) or omission(s) in the rendering or failure to render 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).

### **Premium Payment Option**

#### **14. Third Party Payor Authorization**

If the APPLICANT'S insurance premium will be paid by a third party, other than another LAWYER or PARALEGAL PARTNER OR SHAREHOLDER in a former LAW FIRM of the APPLICANT, the former LAW FIRM itself, or a management or other company of the former LAW FIRM, the APPLICANT agrees to obtain the consent of this 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. A third party includes: the spouse of the APPLICANT or the spouse of another LAWYER in a former LAW FIRM of the APPLICANT; a non-lawyer employee of the former LAW FIRM; or any other third party.

Will the APPLICANT'S increased Run-Off Coverage premium be paid by a third party, as described above?  Yes  No

**15. Instalment Options** (select one only)

- annual instalment (meaning a single payment each year)
- lump sum (meaning a single payment for the full multi-year term of the policy)

**16. Method of Payment**

- cheque
- credit card (see #17 below)
- pre-authorized bank account withdrawal (complete #18 below)

**17. 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.

**18. Pre-authorized Bank Account Withdrawal** (complete only if paying premium by pre-authorized bank account withdrawal)

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

Name of account holder "Payor" (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.**

**Attach Voided Cheque**

**Premium Payment Authorization** (complete only if paying premium by pre-authorized bank account withdrawal)

The undersigned APPLICANT 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 APPLICANT understands that LAWPRO does not charge for this service (but the financial institution may). The undersigned APPLICANT agrees that this authorization will apply for the current and all future policy years, without further authorization, so long as the APPLICANT so elects. If any changes are to be made to the payment information or instalment payment option, the APPLICANT agrees to notify LAWPRO of such changes, in writing, at least ten (10) days prior to any payment date.

The undersigned APPLICANT has read and understands all of the terms and conditions listed below.

Terms and conditions

1. The undersigned APPLICANT certifies that the information provided in the authorization is correct.
2. The undersigned APPLICANT 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.

The APPLICANT further acknowledges that LAWPRO may collect and use personal information in connection with this Application (and any Increased Run-Off coverage that is ultimately issued) from public sources external to LAWPRO (e.g. discipline history), and consents to such collection and use provided that it is relevant in LAWPRO's view to the assessment of risk with respect to this Application.

Signature \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (print) \_\_\_\_\_

**Authorization, Warranty & Signature**

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

1. is true, accurate and complete, or where estimates are required, that such estimates are reasonable;
2. will, in addition to information in LAWPRO's possession now or in the future, be used and relied on by LAWPRO in assessing the risk, in offering any terms of insurance, and in issuing any policy of insurance; and
3. will be the basis of and form part of any resulting increased Run-Off Insurance protection.

The APPLICANT acknowledges:

- a) having read the **LAWPRO Personal Information Statement for Ontario LAWYERS and PARALEGALS (LICENSEES)** (which forms part of this Application). The APPLICANT consents to the collection, use and disclosure of personal information, in accordance with that Statement;
- b) that for underwriting purposes, LAWPRO is hereby authorized to collect the LAWYER'S status history from the Law Society and any other law society of a province in which the LAWYER practises or has practised; and
- c) the LAWYER'S ongoing duty, through to the date of inception of increased Run-Off Coverage protection, to advise LAWPRO of any material changes with respect to this Application in writing.

Signature \_\_\_\_\_

Law Society # \_\_\_\_\_

Name (print) \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_/\_\_\_\_/\_\_\_\_

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