LawPRO®

2027

Professional Liability Insurance for LAWYERS and Related INSUREDS

Program Guide

Includes:

- Insurance Program Information
- Insurance Application Instructions
- Exemption Form and Instructions
- 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 and others insured under the LAWPRO professional liability insurance program in 2027.

This guide is part of the 2027 Application Form. It has been divided into sections and numbered questions that correspond to the standard Application Form. For example, for detailed information on Application question #13.(A) – Practice options in Section C, refer to Section C, item 13.(A) on page 9 & 10 of this guide.

Capitalized Words

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

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Why File An Application Or Exemption Form?

All LAWYERS who are not exempt from the payment of premium levies must purchase the practice coverage. All non-exempt LAWYERS must file a completed Application Form with LAWPRO.

LAWYERS who are eligible for exemption from the payment of premium levies, and wish to apply for exemption, must file a completed Exemption Form with LAWPRO.

LAWYERS who are eligible for exemption but intend to apply for the standard insurance coverage, must file a completed Application Form with LAWPRO.

LAWYERS who do not file on or before November 9, 2026, will pay a $350 late filing surcharge.

LAWYERS who do not file on or before December 4, 2026 will pay a $600 surcharge and a default policy will be issued on their behalf.

For copies of any of the 2027 insurance program materials, visit lawpro.ca

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.
- Required of all PARALEGAL PARTNER(S) OR SHAREHOLDER(S) practising 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 notice ought to have been provided during the POLICY PERIOD and such notice was properly provided to LAWPRO), applicable to CLAIM expenses and/or indemnity payments together.†

Standard DEDUCTIBLE

- $5,000 per CLAIM applicable to CLAIM expenses and/or indemnity payments together.†

Standard base premium

- $3,550 per insured LAWYER.

Premium reductions for new LAWYERS

- Premium discount for LAWYERS with less than 4 full years[1] 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.

Innocent Party Coverage

Eligibility

- The standard coverage provided to all INSUREDS is described on page 12 of this guide.
- LAWYERS and PARALEGAL PARTNER(S) OR SHAREHOLDER(S) can apply to increase Innocent Party Coverage sublimits as detailed on page 12 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 Innocent Party coverage available.

Coverage sublimit

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

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

[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.

The 2027 Insurance Program and Standard Application Form Instructions

A Individual LAWYER Information (questions 1-6)

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. Your home telephone number is an optional field.

2. Total number of full years[1] in private and/or public practice as of January 1, 2027

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.

3. 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 fiscal year that has ended or will end in 2026. (If the 2026 fiscal year has not yet ended, provide your best estimate for the year end.) Select the appropriate **amount** from the following list and enter it on the Application:

Actual Gross Billings

Code	*Actual Gross Billings Range*
AC0	$NIL
AC1	up to $100,000
AC2	$100,001 - $200,000
AC3	$200,001 - $300,000
AC4	$300,001 - $400,000
AC5	$400,001 - $500,000
AC6	over $500,000

Average Gross Billings

Code	*Average Gross Billings Range*
AV8	up to $100,000
AV9	$100,001 - $200,000
AV10	$200,001 - $300,000
AV11	$300,001 - $400,000
AV12	$400,001 - $500,000
AV13	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.

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 above.

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

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.

4. Total number of hours of professional time (best estimate, docketed and undocketed hours) spent in private practice during the fiscal year that has ended or will end in 2026.

Include all time which you devoted to the practice of law in Ontario and other jurisdictions in Canada (other than Québec, see page 10 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 a 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 (unless also acting as a lawyer) or time devoted to business development or social time with clients.

5. Primary and secondary areas of practice

On your Application, indicate your areas of practice:

1. ADR/Mediation Services (acting as third party neutral)
2. Administrative Law
3. Bankruptcy, Insolvency & Receivership Law
4. Charity and Not-for-Profit Law
5. Civil Litigation (including ADR) - Defendant
6. Civil Litigation (including ADR) - Plaintiff
7. Construction Law
8. Corporate/Commercial Law (excluding civil litigation activities)
9. Criminal/Quasi Criminal Law
10. Environmental Law
11. Family/Matrimonial Law
12. Franchise Law
13. Health Law
14. Immigration Law
15. Indigenous Legal Issues
16. Intellectual Property Law
17. Labour/Employment Law
18. Municipal Law
19. Real Estate Law (excluding civil litigation activities)
20. Securities Law (including syndications, tax shelters, limited partnerships, etc.)
21. Tax Law
22. Transportation Law
23. Wills, Estates, Trusts Law
24. Workplace Safety & Insurance Law
25. Other

6. 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 7-10)

7. Nature of law practice

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

LAW CORPORATION – Sole

A professional LAW CORPORATION, incorporated under the *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 the *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), LAWYER associates, 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. See "Association" below.

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/shareholders 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.

8. 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.

9. 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.

10. 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 11-14)

11. Effective date of POLICY

The effective date for all LAWYERS completing the 2027 Application Form is January 1, 2027, as this form is intended only for use by LAWYERS with their practice coverage already in place under the insurance program that expires on December 31, 2026. If you are called to the Ontario bar in 2027, or are re-entering private practice after a period of exemption under the program, do not complete this Renewal Application or use this Program Guide. Instead, you should be completing a New Applicants Application for insurance coverage, which allows you to indicate the actual date you are entering or re-entering practice.

You can file your New Applicants Application online at my.lawpro.ca.

Issues to consider when acting as LOCUM (for questions 12-14)

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 potential need for increased Innocent Party Coverage under the Law Society program

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 CLAIM(S) 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

12. DEDUCTIBLE option (Select only <u>one</u> 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 shall be the responsibility of the INSURED and the partner(s) and/or shareholder(s) and/or owner(s) of the LAW FIRM in which the INSURED practices as of the date of the CLAIM and notice of the obligation to pay will be sent in the normal course to the INSURED.
- The DEDUCTIBLE will be double the amount selected if a LAWYER (or PARALEGAL PARTNER[S] OR SHAREHOLDER[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 and/or indemnity payments.†
- DEDUCTIBLES applicable to CLAIM expenses and/or indemnity payments together, would be called on in respect of covered investigation, REPAIR, LOSS PREVENTION, and defence expenses, as well as judgments, arbitral awards, and/or settlements. 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 SHAREHOLDER[S]) for whom LAWPRO has received no notice of CLAIM(S) or CIRCUMSTANCE(S) under the insurance program within 5 years prior to January 1, 2027.
- 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.
- 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 and/or indemnity payments together†

- 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 7.5 per cent of base premium.

Standard insurance program

- $5,000 DEDUCTIBLE applicable to CLAIM expenses and/or indemnity payments together.†
- Base premium of $3,550 per insured LAWYER.

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

$10,000 DEDUCTIBLE applicable to CLAIM expenses and/or indemnity payments 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.

$25,000 DEDUCTIBLE applicable to CLAIM expenses and/or indemnity payments 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.
- 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 4).
- 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 16.

13. (A) Practice options

If you intend to maintain the practice options indicated on question #13.(A) of Side One of your Application Form, you must sign the Practice Options Declaration in question #13.(A) on that side of the form. To change your practice option(s), turn to question #13.(A) on Side Two of your Application Form and indicate "yes" or "no" to the applicable option.

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

Eligibility

- Available only to LAWYERS who restrict their practice to criminal[1] and/or immigration law[2] throughout 2027.
- **All LAWYERS (and PARALEGAL PARTNER[S] OR SHAREHOLDER[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. If this option is removed it cannot be reinstated during the same POLICY PERIOD.

Coverage limits and conditions

- Coverage of $1 million per CLAIM/$2 million in the AGGREGATE applicable to CLAIM expenses and/or indemnity payments together.†
- CLAIM(S) arising out of services provided in 2027 are covered only if PROFESSIONAL SERVICES were in the area of criminal[1] and/or immigration[2] law.
- CLAIM(S) arising out of PROFESSIONAL SERVICES provided prior to 2027 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]

Transaction levy filings exemption

- All applicants who have the Restricted Area of Practice discount are now exempt from transaction levy filings. This includes quarterly levy filings and/or annual exemption filings for real estate and civil litigation transactions

* Does not apply to investigation, REPAIR, LOSS PREVENTION, and defence expenses.

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

[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*.

Part-Time Practice Option

Eligibility

- Available only to part-time practitioners who in their fiscal years commencing in 2026 and in 2027:
  - restrict their law practice to 20 hours per week on average for each week actually worked and 750 hours per year, of professional time (see #4 on page 5 for definition of professional time) in private practice (including time for undocketed work); **and**
  - have gross billings of $100,000 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, LOSS PREVENTION, and/or 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 Side Two of 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 in providing PRO BONO SERVICES (through an approved *pro bono* PROFESSIONAL SERVICES program) or CLAIM(S) relating solely to these approved PRO BONO SERVICES.

Coverage limit

- $1 million per CLAIM/$2 million in the AGGREGATE applicable to CLAIM expenses and/or indemnity payments together.†

Premium

- Eligible for discount equal to 40 per cent of base premium.[3]

I3. (B) Real Estate Practice Coverage Option

All LAWYERS who intend to practise REAL ESTATE LAW in Ontario in 2027, must be ELIGIBLE for and apply for this coverage option.

This coverage option provides necessary 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.

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

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.

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 2027, 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.

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 described 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 and/or indemnity payments together.†

Premium: $100 per insured LAWYER.

(C) Intellectual Property Business Coverage

LAWPRO is pleased to offer as an optional coverage an endorsement to the Law Society Program policy that meets the minimum annual insurance requirements set by the College of Patent & Trademark Agents (CPATA) for its licensed trademark and patent agents. In addition to the coverage provided to you as an insured under the Law Society program, this enhanced coverage responds to covered claims brought outside of Canada and includes coverage for work as a CPATA licensee that extends beyond the laws of Canada.

Eligibility

- Available only to licensees in good standing of CPATA.

Coverage limits and conditions

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

Premium

- $2,000 per insured LAWYER.

To apply: If you want to apply for the Intellectual Property Business Coverage you must also complete an Intellectual Property Business Coverage Application Form, available online at lawpro.ca/download-a-form/ or by calling the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013, or by email at service@lawpro.ca.

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

14. Innocent Party Sublimit Coverage

Standard Innocent Party Coverage

Innocent Party Coverage protects members of the public—and thereby you—against the DISHONEST, fraudulent, criminal, or malicious acts or omissions of present or former LAWYER partners, associates, and EMPLOYEES of the firm.

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

Innocent Party Coverage Sublimit Buy-Up:
For LAWYERS practising in associations, partnerships and with others in a LAW CORPORATION

LAWYERS 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:*
$500,000 per CLAIM/AGGREGATE	$75 per insured LAWYER
$1 million per CLAIM/AGGREGATE	$125 per insured LAWYER

As is the case with the base sublimit, increased sublimits are also applicable to CLAIM expenses and/or indemnity payments 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/download-a-form/) or by calling the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013, or by email at service@lawpro.ca.

D CLAIM(S) and CIRCUMSTANCE(S)

Note: This section must only be completed by LAWYERS applying to change any Coverage Options under Section C.

Definitions

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

(i) a written or oral demand for money or services; or

(ii) a written or oral allegation of breach in the rendering of PROFESSIONAL SERVICES; received by an 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 for others.

All CLAIMS which arise from a single error, omission, or negligent act or RELATED ERROR(S), OMISSION(S), OR NEGLIGENT ACT(S) shall be deemed a single CLAIM regardless of the number of INSUREDS or the number of persons or organizations making a CLAIM or the time or times the error(s), omission(s), negligent act(s) or CLAIM(S) took place.

CIRCUMSTANCE(S) means any circumstances of an alleged, actual or possible error, omission or negligent act of which the INSURED becomes aware, which from the perspective of a reasonable LAWYER, PARALEGAL or LAW FIRM could potentially give rise to a CLAIM.

Providing notice to LAWPRO of CLAIM(S) or CIRCUMSTANCE(S)

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

- *via mail:*
  LAWPRO
  250 Yonge Street
  Suite 3101, P.O. Box 3
  Toronto, Ontario M5B 2L7

or

- *via phone/fax:*
  Fax: 416-599-8341
  Tel: 416-598-5899 or 1-800-410-1013

or

- *via online:*
  Email: service@lawpro.ca
  lawpro.ca (My LAWPRO)

E Premium Payment Option (questions 15-18)

15. Third party payor authorization

If the LAWYER'S 2027 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, 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.

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

If the premium is already being paid by a third party

If the LAWYER'S premiums were paid by a third party in 2026 and will be paid by the **same third party in 2027 using the same previously authorized payment method,** simply sign the Premium Payment Declaration.

If the premium will be paid by a third party for the first time or by a new third party

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.

Requesting the PPA Form

The Premium Payment Authorization (PPA) form is available as follows:

- on page 19 of this guide;
- in PDF format from the Download a Form section from the Your Policy tab of our website (lawpro.ca); or
- from Customer Service at 416-598-5899 or 1-800-410-1013; email: service@lawpro.ca

16. Payment option

Lump sum by cheque or pre-authorized bank account withdrawal

- cheque must be dated and received by February 5, 2027
- entire pre-authorized lump sum payment will be processed in full on January 15, 2027

Lump sum by credit card

- entire lump sum payment will be processed in full on January 15, 2027

Monthly instalments by pre-authorized bank account withdrawal or credit card

- payments will be processed on the 15th of each month
- instalment payments are not subject to a processing fee

To pay by monthly instalments, we must have information for a valid credit card or chequing account from which payments will be automatically debited.

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 login to your My LAWPRO account at my.lawpro.ca to enter your credit card details for your POLICY premium.

18. Paying by pre-authorized bank account withdrawal

If you are not currently paying the premium by pre-authorized bank account withdrawal but are authorizing LAWPRO to process your premium payment by automatic withdrawals from your bank account for 2027, you must complete and sign question #18 (on Side Two of the Application Form).

- Please attach 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 paid your premium by pre-authorized bank account withdrawal in 2026 and have not changed your bank information, a voided cheque is not required.
- If you are e-filing and no change in information for pre-authorized bank account withdrawal is needed, 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 in question #18.

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 2027 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 a completed application for exemption, and any subsequent period thereafter. Regretfully, no backdated refund of paid premium is available for a policy carrying the Real Estate Coverage option.

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

Review your completed application form, then complete the **Warranty & Signature** section. Sign and indicate the date on which you submitted the completed Application Form. You must complete the Warranty & Signature checkbox on the online Application *before* you can review your completed Application for submission.

Privacy

For a copy of the most recent version of the LAWPRO Personal Information Statement, visit the LAWPRO website at lawpro.ca/privacy or contact LAWPRO Customer Service.

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

- *via mail:*
  LAWPRO
  250 Yonge Street
  Suite 3101, P.O. Box 3
  Toronto, Ontario M5B 2L7

or

- *via phone/fax:*
  Fax: 416-599-8341
  Tel: 416-598-5899 or 1-800-410-1013

or

- *via online:*
  Email: service@lawpro.ca
  lawpro.ca (My LAWPRO)

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 2027 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 40 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 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;

- 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: 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 my deductible is payable and when is it called?

A: 100% of the deductible is payable when a Statement of Defence or other responding material is filed. If a CLAIM is settled before a Statement of Defence or other responding material is filed, the deductible only applies to any indemnity payment, repair cost, or other covered amount that has been paid. If that amount is less than the deductible, the LAWYER is required to pay only the lesser amount.

Q: Can my deductible be higher than the amount shown on my Declarations page?

A: 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 part-time practice

Q: I've qualified as a part-time practitioner this year, and expect that I will again qualify for part-time practice in 2027, but am concerned that my billings for 2026 may go over the $100,000 threshold for part-time practice because of one file I have taken on. Will I qualify for the discount?

A: The insurance POLICY stipulates that to qualify for the part-time practice premium discount, your professional time in law practice must be less than 750 hours per year (20 hours per week on average for each week worked, including time for undocketed work) and your gross billings cannot exceed $100,000 annually, in the fiscal years commencing in 2026 and 2027.

If, at any point during the year you cease to qualify for the part-time practice criteria, you must immediately notify LAWPRO in writing, and you must pay the full insurance premium. Your premium will be adjusted retroactive to January 1 of that year or the inception date of your POLICY. You will no longer be eligible for the part-time practice option for the following year, since you must have practised on a part-time basis in the preceding fiscal year.

About coverage when exempt

Q: What options are available to increase my insurance coverage?

A: If you are leaving active private practice (even if you resign your licence) and plan to claim an exemption in 2027, you are provided only with Run-Off Insurance Coverage of $250,000 per CLAIM and in the AGGREGATE, (as detailed in Exemption Information on pages 21-23 of this guide).

You can apply to increase your liability insurance coverage in several ways:

- Increase Run-Off Coverage limits to either $500,000 per CLAIM/ in the AGGREGATE, or $1 million per CLAIM/$2 million in the AGGREGATE for a term of anywhere from 2 to 5 years (with the option to further apply upon the expiry of that term). By topping-up your Run-Off Coverage like this, you are provided with increased limit protection for CLAIM(S) that may be made against you and reported to LAWPRO during this period.
- As part of your decision to increase your Run-Off Coverage, you can also apply to increase your Innocent Partner Coverage Sublimit to $500,000 per CLAIM/in the AGGREGATE, or $1 million per CLAIM/in the AGGREGATE (for potential criminal, malicious, fraudulent or DISHONEST acts of former partners or associates).

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

* Those claiming exemption based on a temporary leave of absence or the mobility exemption are provided with coverage limits of $1 million per CLAIM/$2 million in the AGGREGATE, as detailed on page 23-25 of this guide.

- If you are electing exemption on the basis that you are named or act in the capacity of estate trustee, trustee for an *inter vivos* trust, or attorney for property, as residual work from your former law practice in Ontario, you may also consider applying to have your Run-Off Coverage or increased Run-off Coverage expanded to also include protection in respect of these on-going services which you provide.
- Secure Excess Insurance Coverage: This is an option you may want to consider if you have already increased your Run-Off Coverage limits to the maximum. Excess Insurance Coverage limits from LAWPRO are renewed annually and range from $1 million per CLAIM/$1 million in the AGGREGATE to $19 million per CLAIM/$19 million in the AGGREGATE **above** the $1 million per CLAIM/$2 million in the AGGREGATE Run-Off Coverage maximum.

These limits are applicable to CLAIM expenses and/or indemnity payments together.†

Premiums for all of these optional insurance coverages vary from applicant to applicant. For specific information and a copy of a booklet that more fully explains these options and how they may apply to your situation, contact our Customer Service Department at 416-598-5899 or 1-800-410-1013 or visit the LAWPRO website at lawpro.ca

About premiums and discounts

Q: If I qualify for the part-time practice and restricted area of practice criteria, will I receive a cumulative premium discount – that is, will I qualify for the 40 per cent discount for part-time practitioners plus an additional 50 per cent discount because I practice only criminal law?

A: No. Only one discount may be applied. Each discount is intended to recognize a distinct eligibility circumstance. A lawyer may therefore qualify for the Restricted Area of Practice discount, the Part-Time Practice Option, or the New Lawyer discount, but the applicable premium can reflect only one of these discounts.

Q: I retired from the active practice of law six months ago, but forgot to file an Exemption Form. If I file the form today, and put the effective date as of six months ago, can I get a prorated refund dating back six months?

A: A prorated refund would not be available dating back six months. Although some lawyers may take time to file their exemption form, prorated refunds are limited to the 30-day period immediately preceding LAWPRO's receipt of a completed application for exemption, and any subsequent period thereafter. Please note that any return of premiums arising under the 2027 LAWPRO policy is made payable to the original payor, unless otherwise requested by you and the original payor in writing. Although a refund may be issued relating to the 30-day period immediately preceding LAWPRO's receipt of a completed Exemption form, regretfully, for those carrying the Real Estate Practice Coverage option, we are not able to backdate for this 30-day period.

Q: What happens if there are insufficient funds in the designated bank account and a payment to LAWPRO is unable to proceed, whether from a bounced cheque or a denied pre-authorized payment?

A: If a payment to LAWPRO is unable to proceed because there is insufficient funds to cover the payment, whether from a bounced cheque or a denied pre-authorized payment, LAWPRO will apply a $25 charge for each rejected instalment.

About the Risk Management premium discount

Q: How do I ensure that I receive the Risk Management premium discount?

A: The Risk Management premium discount is available to all LAWYERS who have participated in LAWPRO-approved programs between September 16, 2025, and September 15, 2026. You will be eligible for a $50 discount on your 2027 insurance premiums (to a maximum of $100 per LAWYER) for each approved program with a risk management component that you completed during this period of time.

To apply for this discount you must have completed the online Declaration on or before September 15, 2026, indicating which course(s) you took. Your 2027 insurance premium will be automatically adjusted to reflect the premium credit for which you are eligible.

Any qualifying programs that you complete between September 16, 2026, and September 15, 2027, will qualify you for a Risk Management premium discount on your 2028 insurance premium. For information on the Risk Management premium discount program, and a list of additional courses approved for 2026/2027, visit lawpro.ca/rmcredit

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

About the new Cyber Coverage

Q: What Cyber Coverage is included in the 2027 Policy?

A: The 2027 Policy in Endorsement No. 14 includes three main types of Cyber Coverage:

- **First-party cyber incident coverage**

  Covers certain expenses incurred in responding to a covered cyber incident affecting your practice. This may include support for breach response services, forensic investigation, and certain losses arising from ransomware or other cyber extortion events.

- **Third-party cyber liability coverage**

  Responds to covered claims by clients or other third parties arising from a covered security or privacy breach connected to your professional services.

- **Social engineering coverage**

  Provides coverage for the direct loss of funds resulting from covered acts of fraud or deception, such as where someone impersonates another person or organization and causes you to transfer funds to a bad actor.

Each coverage is subject to the terms, conditions, exclusions, deductible, and sublimits in Endorsement No. 14 (LAWPRO's "Cyber Coverage").

Q: What is my coverage for a cyber attack or social engineering fraud?

A: Beginning with the 2027 Policy, you will have access to dedicated Cyber Coverage for covered cyber attacks and social engineering fraud, subject to a firm-wide aggregate limit and a dedicated $5,000 deductible.

- $250,000 per policy period, firm-wide aggregate limit, for first-party and third-party cyber liability, with no more than $100,000 available for first-party Cyber Incident coverage.
- $250,000 per policy period, firm-wide aggregate limit, for covered social engineering claims; increasing to $1,000,000 where the required risk controls have been satisfied.
- Where the Social Engineering risk controls have been satisfied, the maximum available under LAWPRO's Cyber Coverage, across first-party cyber, third-party cyber liability, and social engineering, is $1,000,000 in the aggregate per policy period firm-wide.
- To support insureds through the claims process, LAWPRO has partnered with a third-party adjusting firm with dedicated cyber expertise to provide 24-hour, seven-day-a-week support to you, our insureds. This will help provide specialized, end-to-end claims management, while LAWPRO retains full oversight, coverage determination authority, and governance responsibility for all cyber claims.

A $5,000 deductible applies to each covered Endorsement No. 14 claim or loss.

Q: What deductible applies to a Cyber Coverage claim?

A: A $5,000 deductible applies to each claim or loss covered under Endorsement No. 14, regardless of the deductible shown on your Declarations page. The deductible applies to investigation, defence, repair, indemnity payments, and reimbursable first-party expenses.

Q: What should I do if I think I have experienced a cyber incident or Social Engineering fraud?

A: Claims must be reported immediately upon discovering a Cyber Incident, Extortion Threat, or loss related to a Social Engineering Event via phone to the 24/7 support line at 1-888-970-2285.

Q: How do I qualify for the $1 million Social Engineering limit?

A: The standard Social Engineering limit is $250,000. The limit increases to $1 million if you satisfy the risk controls required by Endorsement No. 14. These include:

- Sharing appropriate written funds-transfer instructions with the other party.
- Advising that revised instructions must be independently verified.
- Independently verify changes using previously confirmed contact information or confirm in person, with evidence of the verification retained. If your attempt at verification uses contact information that is only contained in the change request, this will not satisfy the requirement.

LAWPRO®

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.

1. 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 increased Innocent Party Insurance Coverage premium; 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)
❑	❑			**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.

Detach Here

® LAWPRO name and logo are registered trademarks of Lawyers' Professional Indemnity Company.

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, as well as any outstanding premiums and other payments owing for prior policy periods. 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.
5. The payor acknowledges that when a monthly or quarterly instalment plan is selected and an instalment does not clear their financial institution, and that instalment is still not paid by the time the next monthly or quarterly instalment is scheduled, that instalment may be debited/charged along with the then current instalment payment. If three consecutive instalment dates pass without a successful debit/charge, LAWPRO may cancel further debit/charge attempts and the full balance outstanding will be immediately payable.

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 services organization, 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 of 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 of 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 such LAWYERS 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 LAWPRO Customer Service Department.

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 2027 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 CLAIM(S) 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 and/or indemnity payments 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 2027 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 and/or indemnity payments together.† In the case of LAWYERS who apply for exemption under rule (c) commencing during the course of 2027, the LAWYER'S current POLICY limit coverage continues in place. The coverage limits are applicable to CLAIM expenses and/or indemnity payments together.†

Eligibility rule (g)

LAWYERS applying for exemption from the payment of liability insurance premium levies under eligibility rule (g) in 2027 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 and/or indemnity payments 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 at 416-599-8341 or 1-800-286-7639 or via email to service@lawpro.ca

† CLAIM expenses include costs of investigation, costs of REPAIRS and/or costs of LOSS PREVENTION

EXEMPTION FORM

Application for Exemption (for LAWYERS currently insured)

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 pursuant 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 21-23 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) _____/_____/_____
(The effective date above should reflect the first full day on which you are claiming Exemption.)

❑ 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 _____

For a copy of the most recent version of the **LAWPRO Personal Information Statement for Ontario LAWYERS**, visit the LAWPRO website at lawpro.ca/privacy or contact LAWPRO Customer Service.

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
Email: service@lawpro.ca
lawpro.ca

or

File Online at
lawpro.ca
(My LAWPRO)

Detach Here

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