

Part A Professional Liability (for negligence)

A summary of what's covered under the Policy, and what's not

Here's a summary of Part A's coverage for different claims and activities. If a claim or activity is covered, Part A pays compensatory damages awarded against you, including interest, or funds a settlement or a repair.

For details of the coverage summarized below, go to our web resource, [My Insurance Policy: Questions and Answers](#).

| | Risks | Covered – yes or no? |
|-----------------|--|--|
| WHAT CLAIMS | Negligence, including negligent breach of fiduciary duty | Yes |
| | Business or personal interest claims | No, although the optional BIIIC policy insures innocent partners, if purchased |
| | Data breaches that lead to the misuse of information by a 3rd party, or a malware transmission | No |
| | Defamation | Defence cover only |
| | Dishonest, criminal, fraudulent or malicious acts | No, except for innocent partners |
| | Dispute resolution agreements reached with clients in advance of a claim | May jeopardize negligence coverage |
| | Fees and benefits | No |
| | Indemnities given to clients in advance of a claim | No, and may jeopardize negligence coverage |
| | Punitive and other damages, sanctions, special costs and costs ordered against you in third-party litigation | No |
| | Thefts, trust shortages caused by frauds, and losses caused by dishonest employees | No, although Part B insures lawyer theft and Part C provides some insurance for trust shortages caused by certain frauds |
| WHAT ACTIVITIES | Practising law | Yes |
| | Acting as a bailee (holding personal property) | No, unless held in relation to legal services you provide |
| | Acting as a conduit for funds | No, unless disbursed in relation to legal services you provide |
| | Arbitrator or mediator (includes family dispute resolution professionals) | Yes |
| | Custodian, practice trustee/attorney, winding up caretaker or locum | Yes |
| | Director or officer | No |
| | Executor or trustee (includes similar fiduciary capacities) | Yes, if connected with and incidental to your law practice |
| | In-house counsel through secondment | No |
| | Investment advice or services | No, unless given as part of your legal services |
| | Patent or trademark agent | Yes, if connected with and incidental to your law practice |
| | Practice in breach of a Law Society restriction | Yes, but you must repay all amounts paid |
| | Pro bono services | Yes |
| | Research | Yes |
| | Selling real estate | Yes, for the most part, if part of your law practice |
| WHEN | Mistakes made while in private practice, even if not discovered until after you leave | Yes |
| WHERE | Practice outside of BC (includes mobility within Canada) | Yes, unless it arises out of your permanent practice as a member of another jurisdiction or your practice in contravention of another jurisdiction's rules |
| WHO | You, law firm employees you supervise and who make mistakes, and partners who are vicariously liable for your mistakes | Yes |