

**B.C. LAWYERS' COMPULSORY PROFESSIONAL LIABILITY INSURANCE
2008 RENEWAL ENDORSEMENT
ATTACHED TO AND FORMING PART OF POLICY NO. LPL 07-01-01**

INSURER:
THE LSBC CAPTIVE INSURANCE COMPANY LTD.

In consideration of the premium paid, it is hereby understood and agreed that the following amendments are made to this policy effective January 1, 2008:

1. The Policy Number is changed to LPL 08-01-01.
2. The following change is made to the Declarations:
 2. **Policy Period** From January 1, 2008 to January 1, 2009 (12:01 A.M. standard time).
3. In the bolded sentence at the end of the DECLARATIONS and before the DEFINITIONS, "**2007**" is changed to "**2008.**"
4. The following changes are made to the DEFINITIONS:

The following definition of "Confidentiality Protocol" is added:

"Confidentiality Protocol means: the **Law Society's** protocol for the preservation of confidentiality of professional liability insurance claims information, as amended from time to time".

The definition of "unauthorized practice" is changed to:

"Unauthorized practice means: the practice of law by an **Individual Insured**:

- i. in breach of an undertaking given to the **Law Society** or in contravention of a condition or limitation of practice imposed or agreed to under the **Law Society Rules**, for the purposes of Condition 3.3; or
- ii. in contravention of the rules of any other law society or bar, for the purposes of Exclusion 9."

5. The following changes are made to the EXCLUSIONS:

Exclusion 7 is amended by replacing "an employee or partner of" with "an employee, dependent contractor or partner of".

INSURANCE POLICIES

Exclusion 8 is changed to: “a **claim** against you where the **Individual Insured** is a member of any other law society or bar, except a law society of another province or territory of Canada, arising out of that **Individual Insured’s** permanent practice in the other jurisdiction. For the purposes of Part B of this policy, this exclusion shall be read without the words “except a law society of another province or territory of Canada” and “permanent”; or”

6. The following changes are made to the CONDITIONS:

The following is added as Condition 3.3:

“If you are engaged in **unauthorized practice** and a **claim** that falls within Part A of this policy relates to the **unauthorized practice**, and we pay **damages** or **claims expenses** on behalf of you or any other **Insured** pursuant to this policy, the **Individual Insured** will reimburse us for all such amounts.”

Condition 3.3 is renumbered “3.4”.

Conditions 3.3.1 and 3.3.2 are renumbered “3.4.1” and “3.4.2” respectively.

Condition 3.4 is renumbered “3.5”.

Condition 5.4 is amended by adding “, and to the **Law Society** pursuant to the **Confidentiality Protocol**” after “excess and **Law Society** insurers”.

Condition 9.2 is amended by deleting “by the **Individual Insured**” after “specifically arranged” and before “to apply as excess insurance”.

The following is added as Condition 19:

“19. **CURRENCY**

The deductibles and limits are expressed in Canadian currency”.

Condition 19 is renumbered “20”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Dated this 19th day of December, 2007.

The LSBC Captive Insurance Company Ltd.



Susan I. Forbes, Q.C., Secretary