

**B.C. LAWYERS' COMPULSORY PROFESSIONAL LIABILITY INSURANCE  
2010 ENDORSEMENT NO. 1  
ATTACHED TO AND FORMING PART OF POLICY NO. LPL 10-01-01**

INSURER:  
**THE LSBC CAPTIVE INSURANCE COMPANY LTD.**

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In consideration of the premium paid, it is hereby understood and agreed that the following amendments are made to this policy effective July 1, 2010:

1. The following changes are made to the DEFINITIONS:

The definition of **Additional Insured** is amended by removing “and” at the end of paragraph (c), adding “and” at the end of paragraph (d), changing the period at the end of paragraph (d) to a semi-colon and adding the following as paragraph (e):

“(e) each present or former **MDP partner** who, at the time of the **error**, was insured by us and a partner in a **multi-disciplinary practice** in which all of the members were in compliance with **Law Society** Rules 2-23.1 through 2-23.12.”

The following definition of “Canadian legal advisor” is added:

**“Canadian legal advisor** means: a Canadian legal advisor under the **Law Society** Rules.”

The definition of **Damages** is amended by adding “former” after “Rule 57(37) of the” and before “Supreme Court Rules” and by adding “, Rule 14-1 (33) of the Supreme Court Civil Rules, Rule 16-1 (30) of the Supreme Court Family Rules” after “Supreme Court Rules” and before “or Rule 71 of the Court of Appeal Rules” in both paragraph (a) subparagraph (iv) and paragraph (b) subparagraph (ii).

The definition of **Error** is amended by replacing “including a **protocol error** or **personal injury**” in the first sentence of paragraph (a) with “including a **protocol error**, or a **personal injury**”.

The definition of **Individual Insured** is amended by adding “or, for the purposes of Part A of this policy only, each **MDP partner** or former **MDP partner** who made or allegedly made the **error**, provided that all of the members of the **multi-disciplinary practice** were in compliance with **Law Society** Rules 2-23.1 through 2-23.12 at the time of the **error**” after “made or allegedly made the **error**”.

The definition of **Law firm** is amended by adding “a **multi-disciplinary practice**” after “a combination thereof,” and before “or an **apparent partnership**”.

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The following definition of “MDP partner” is added:

“**MDP partner** means: a non-lawyer partner in a **multi-disciplinary practice** in which permission to practise law was granted under Rule 2-23.4 of the **Law Society Rules**.”

The definition of **Member** is amended by adding “, other than a **Canadian legal advisor**,” after “a member” and before “in good standing”.

The following definition of “Multi-disciplinary practice” is added:

“**Multi-disciplinary practice** means: a multi-disciplinary practice as defined in the **Law Society Rules**.”

The definition of **Professional services** is amended by removing “or” at the end of paragraph (d), adding “or” at the end of paragraph (e), changing the period at the end of paragraph (e) to a semi-colon and adding the following as paragraph (f):

“(f) acting as an **MDP partner**, provided that such services support or supplement the practice of law by the **law firm** and are provided under the supervision of a **member**.”

2. The following changes are made to the INSURING AGREEMENTS for Part A Professional Liability:

The second to last sentence of Insuring Agreement A 3.5 is amended by adding “either” after “the **Individual Insured** was practicing law” and before “in accordance with the inter-jurisdictional practice provisions” and by adding “or as a Canadian legal advisor member of the Barreau du Québec” after “and the **Reciprocal Jurisdiction’s** law society”.

The last sentence of Insuring Agreement A 3.5 is amended by adding “or 11” after “Exclusion 7” and before “to a **claim** or potential **claim**”.

3. The following change is made to the EXCLUSIONS:

The second sentence of Exclusion 8 is changed to: “For the purposes of Part B of this policy, this Exclusion 8 shall be read with the words “the Barreau du Québec” substituted for the words “a law society of another province or territory of Canada” and without the word “permanent”.”

4. The following changes are made to the CONDITIONS:

Condition 1.4.3 is amended by adding “either” after “**error** or **related errors** arise out of” and before “your temporary practice in or with respect to” and by adding “, or your practice as a Canadian legal advisor member of the Barreau du Québec,” after “of which you are not a member” and before “the limit of liability stated in Declaration 3(c)”.

The first sentence of Condition 1.6 is amended by adding “either” after “during the **policy period** arising out of” and before “your temporary practice in or with respect to” and by adding “, or your

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practice as a Canadian legal advisor member of the Barreau du Québec,” after “of which you are not a member” and before “is \$2,000,000”.

Condition 6.1 is amended by removing “and were **members** at the time of the act or **error**” after “comply with all conditions promptly”.

The first sentence of Condition 9.3 is amended by adding “or non-lawyer partner” after “If you or any non-**member** lawyer” and before “practising in your law firm”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Dated this 8th day of June, 2010.

The LSBC Captive Insurance Company Ltd.



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Susan I. Forbes, QC, Secretary

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