

MEMBER'S MANUAL

The Law Society
of British Columbia



AMENDMENT PAGES

2009: No. 1 April

Highlights

Law Society Rules: The new client identification and verification rules are amended as follows: the definition of “control” is replaced with the broader provisions in new subsection (2), a definition of “interjurisdictional lawyer” is added and the definition of “public company” is replaced with that of “reporting issuer” (Rules 3-91, 3-92(2) and 3-93(1): pp. 94.1-94.3); exemptions now include clients that are financial institutions, public authorities and reporting issuers and certain electronic funds transfers (Rule 3-94: p. 94.3); the list of guarantors is expanded (Rule 3-97(4): p. 94.5); the standard for withdrawing from representation is now if the lawyer “knows or ought to know” about criminal activity (Rule 3-102(1): p. 94.7); more precise language is used (Rule 3-95(2): p. 94.4). The Table of Contents is updated (pp. 3-6.3)

Professional Conduct Handbook: Lawyers who deliver short-term services in court-annexed or non-profit programs or clinics are exempt from some conflict rules in certain circumstances (Chapter 6, Rules 7-01 to 7-04 and footnote 4: pp. 16.1-16.2 and 16.6); with appropriate screening measures, a law firm may continue to act when a transferring lawyer with confidential information relevant to a matter joins the firm, and need not establish that it is in the public interest that it continue to represent its client (Chapter 6, Rule 7.4 and footnote 7 and Appendix 5, items 1 and 2: pp. 16.3, 16.7 and 61-62); a transferring lawyer need not execute an affidavit when the lawyer has no relevant confidential information (Chapter 6, Rule 7.5 and Appendix 5, item 2: pp. 16.4 and 62); if a guideline is not realistic or required, lawyers should document the reasons for not complying with it (Appendix 5, item 3: p. 63); guidelines 4 to 6 of Appendix 5 are rescinded, as guidelines 1 to 3 sufficiently restrict a firm from passing on information to the transferring lawyer; guideline 8 of Appendix 5 is rescinded, as affidavits may not be required at first instance; in certain circumstances, a screened lawyer may participate in fees generated by the client matter (Appendix 5, guideline 10: p. 65); more precise language is used (Chapter 6, footnote 9: p. 16.7); a statutory reference is updated (Chapter 12, Rule 6: p. 36); the Table of Contents is updated (pp. i-ii).

Insurance Policies: Insurance Policy No. LPL 09-01-01 replaces Insurance Policy No. LPL 07-01-01 and the 2007 and 2008 Endorsements.

Filing: Please file the enclosed sheet in your *Member's Manual* as follows:

Manual section	Existing pages to be removed	Amendment pages to be inserted
Law Society Rules	3 – 6.2 94.1 – 94.6	3 – 6.4 94.1 – 94.8
Professional Conduct Handbook	i – ii 16.1 – 16.6 35 – 36 61 – 66	i – ii 16.1 – 16.8 35 – 36 61 – 66
Insurance Policies	2008 Endorsement 2008 Renewal Endorsement 2007 Endorsement Policy No. LPL 07-01-01	Policy No. LPL 09-01-01 (1 – 22)

[continued over]

After filing, insert this sheet at the front of the *Manual* for reference.

Updates: This amendment package updates the *Member's Manual* to **March 13, 2009**. The previous amendment package was 2008: No. 4 December.

To check that your copy of the *Manual* is up to date, consult the contents checklist on the next page. If you have further questions about updating your *Manual*, contact Robin Pollak in the Law Society Communications Department: telephone 604-697-5821 or toll-free in BC 1-800-903-5300, by telefax 604-646-5913 or by email to communications@lsbc.org.

Website: The *Legal Profession Act*, Law Society Rules and *Professional Conduct Handbook* can be accessed in the Publications & Forms section of the Law Society website at lawsociety.bc.ca in both HTML (for online use) and in PDF (for printout, including printout of *Member's Manual* replacement pages).

MEMBER'S MANUAL CONTENTS CHECKLIST

Updated to March 13, 2009

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LAW SOCIETY RULES

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Division 11 – Client Identification and Verification

Definitions

3-91 (1) In this Division,

“client” includes

- (a) another party that a lawyer’s client represents or on whose behalf the client otherwise acts in relation to obtaining legal services from the lawyer, and
- (b) in Rules 3-95 to 3-98, an individual who instructs the lawyer on behalf of a client in relation to a financial transaction;

“financial institution” means

- (a) an authorized foreign bank within the meaning of section 2 of the *Bank Act* (Canada) in respect of its business in Canada or a bank to which the *Bank Act* applies,
- (b) a co-operative credit society, savings and credit union or caisse populaire that is regulated by a provincial Act,
- (c) an association that is regulated by the *Cooperative Credit Associations Act* (Canada),
- (d) a company to which the *Trust and Loan Companies Act* (Canada) applies,
- (e) a trust company or loan company regulated by a provincial Act,
- (f) a department or agent of Her Majesty in right of Canada or of a province where the department or agent accepts deposit liabilities in the course of providing financial services to the public, or
- (g) an organization controlled by a financial institution;

“financial transaction” means the receipt, payment or transfer of money on behalf of a client or giving instructions on behalf of a client in respect of the receipt, payment or transfer of money;

“interjurisdictional lawyer” means a member of a governing body who is authorized to practise law in another Canadian jurisdiction;

“money” means cash, currency, securities and negotiable instruments or other financial instruments that indicate the person’s title or interest in them;

“organization” means a body corporate, partnership, fund, trust, co-operative or an unincorporated association;

“public authority” means

- (a) a department or agent of Her Majesty in right of Canada or of a province or territory,
- (b) a municipality or regional district or a municipal body incorporated under the law of another province or a territory, or an agent of any of them,
- (c) a college, institute, university or school district,

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- (d) an organization that operates a public hospital and that is designated by the Minister of National Revenue as a hospital authority under the *Excise Tax Act* (Canada) or an agent of the organization,
- (e) an organization established or continued under an Act of Canada or of a province or territory for a public purpose, or
- (f) an organization controlled by a public authority;

“reporting issuer” means an organization that is

- (a) a reporting issuer within the meaning of the securities law of any province or territory of Canada,
- (a.1) a corporation whose shares are traded on a stock exchange that is prescribed by the *Income Tax Act* (Canada) and operates in a country that is a member of the Financial Action Task Force on Money Laundering, or
- (b) controlled by a reporting issuer;

“securities dealer” means a person or entity that is authorized under provincial legislation to engage in the business of dealing in securities or any other financial instruments or to provide portfolio management or investment advising services.

- (2) In this Division, a person controls an organization if the person, directly or indirectly, has the power to elect a majority of the directors or equivalent body of the organization by virtue of
 - (a) ownership or direction over voting securities of the organization,
 - (b) being or controlling the general partner of a limited partnership, or
 - (c) being a trustee of or occupying a similar position in the organization.

[added effective December 31/08; (1) amended, (2) added 12/08; (1) amended 01/09]

Application

- 3-92** (1) Subject to subrule (2), this Division applies to a lawyer who is retained by a client to provide legal services.
- (2) Rules 3-93 to 3-101 do not apply when a lawyer provides legal services
 - (a) on behalf of his or her employer,
 - (b) that do not involve a financial transaction in the following circumstances:
 - (i) as part of a duty counsel program sponsored by a non-profit organization;
 - (ii) in the form of pro bono summary advice, or
 - (c) if another lawyer or an interjurisdictional lawyer who has complied with Rules 3-93 to 3-101 or the equivalent provisions of a governing body
 - (i) engages the lawyer to provide legal services to the client as an agent, or
 - (ii) refers a matter to the lawyer for the provision of legal services.

PART 3 – PROTECTION OF THE PUBLIC

- (3) In this Division, the responsibilities of a lawyer may be fulfilled by the lawyer's firm, including members or employees of the firm conducting business in another Canadian jurisdiction.

[added effective December 31/08; (2) amended 12/08]

Client identification

3-93 (1) A lawyer who is retained by a client to provide legal services must make reasonable efforts to obtain and, if obtained, record all of the following information that is applicable:

- (a) the client's full name, business address and business telephone number;
- (b) if the client is an individual, the client's home address, home telephone number and occupation;
- (c) if the client is an organization, the name, position and contact information for individuals who give instructions with respect to the matter for which the lawyer is retained;
- (d) if the client is an organization other than a financial institution, public authority or reporting issuer,
 - (i) the general nature of the type of business or activity engaged in by the client, and
 - (ii) the organization's incorporation or business identification number and the place of issue of its incorporation or business identification number.

- (2) When a lawyer has obtained and recorded the information concerning the identity of a client under subrule (1), the lawyer is not required subsequently to obtain and record that information about the same individual or organization.

[added effective December 31/08; (1) amended 12/08]

Exemptions

3-94 Rules 3-95 to 3-99 do not apply

- (a) if the client is
 - (i) a financial institution,
 - (ii) a public authority,
 - (iii) a reporting issuer, or
 - (iv) an individual who instructs the lawyer on behalf of a client described in subparagraph (i) to (iii),
- (b) when a lawyer
 - (i) pays money to or receives money from any of the following acting as a principal:
 - (A) a financial institution;
 - (B) a public authority;
 - (C) a reporting issuer,

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- (ii) receives money paid from the trust account of another lawyer or an interjurisdictional lawyer,
- (iii) receives money from a peace officer, law enforcement agency or other public official acting in an official capacity, or
- (iv) pays or receives money
 - (A) pursuant to the order of a court or other tribunal,
 - (B) to pay a fine or penalty,
 - (C) as a settlement of any legal or administrative proceeding, or
 - (D) for professional fees, disbursements, expenses or bail, or
- (c) to a transaction in which all funds involved are transferred by electronic transmission, provided
 - (i) the transfer occurs between financial institutions or financial entities headquartered in and operating in countries that are members of the Financial Action Task Force,
 - (ii) neither the sending nor the receiving account holders handle or transfer the funds, and
 - (iii) the transmission record contains
 - (A) a reference number,
 - (B) the date,
 - (C) the transfer amount,
 - (D) the currency, and
 - (E) the names of the sending and receiving account holders and the sending and receiving entities.

[added effective December 31/08; amended 12/08]

Verification

- 3-95** (1) When a lawyer provides legal services in respect of a financial transaction, including a non-face-to-face transaction, the lawyer must take reasonable steps to verify the identity of the client using what the lawyer reasonably considers to be reliable, independent source documents, data or information.
- (2) For the purposes of subrule (1), independent source documents may include
- (a) if the client is an individual, valid original government-issued identification, including a driver's licence, birth certificate, provincial or territorial health insurance card, passport or similar record,
 - (b) if the client is an organization such as a corporation or society that is created or registered pursuant to legislative authority, a written confirmation from a government registry as to the existence, name and address of the organization, including the names of its directors where applicable, such as
 - (i) a certificate of corporate status issued by a public authority,

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- (ii) a copy obtained from a public authority of a record that the organization is required to file annually under applicable legislation, or
 - (iii) a copy of a similar record obtained from a public authority that confirms the organization's existence, and
- (c) if the client is an organization that is not registered in any government registry, such as a trust or partnership, a copy of the organization's constating documents, such as a trust or partnership agreement, articles of association, or any other similar record that confirms its existence as an organization.

[added effective December 31/08; (2) amended 12/08]

Identifying directors, shareholders and owners

3-96 When a lawyer provides legal services in respect of a financial transaction for a client that is an organization referred to in Rule 3-95(2)(b) or (c), the lawyer must make reasonable efforts to obtain, and if obtained, record

- (a) the name and occupation of all directors of the organization, other than an organization that is a securities dealer, and
- (b) the name, address and occupation of all persons who own 25 per cent or more of the organization or of the shares of the organization.

[added effective December 31/08]

Client identification and verification in non-face-to-face transactions

3-97 (1) This Rule applies when a lawyer provides legal services in respect of a financial transaction for a client who is an individual not physically present before the lawyer.

- (2) If the client is present elsewhere in Canada, the lawyer must verify the client's identity by obtaining an attestation from a commissioner of oaths for a jurisdiction in Canada, or a guarantor in Canada, that the commissioner or guarantor has seen one of the documents referred to in Rule 3-95(2)(a).
- (3) For the purpose of subrule (2), an attestation must be produced on a legible photocopy of the document and must include
 - (a) the name, profession and address of the person providing the attestation,
 - (b) the signature of the person providing the attestation, and
 - (c) the type and number of the identifying document provided by the client.
- (4) For the purpose of subrule (2), a guarantor must be a person engaged in one of the following occupations in Canada:
 - (a) dentist;
 - (b) medical doctor;
 - (c) chiropractor;
 - (d) judge;

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- (e) magistrate;
 - (f) lawyer;
 - (g) notary (in Quebec);
 - (h) notary public;
 - (i) optometrist;
 - (j) pharmacist;
 - (k) professional accountant (Chartered Accountant, Certified General Accountant, Certified Management Accountant, Accredited Public Accountant, Public Accountant or Registered Public Accountant);
 - (l) professional engineer;
 - (m) veterinarian;
 - (n) architect;
 - (o) peace officer;
 - (p) paralegal licensee in Ontario;
 - (q) registered nurse;
 - (r) school principal.
- (5) If the client is not present in Canada, the lawyer must rely on an agent to obtain the information required to verify the identity of the client under Rule 3-95, which may be attested to in a form similar to that described in this Rule, provided the lawyer and the agent have an agreement or arrangement in writing for this purpose.
- (6) A lawyer who enters into an agreement or arrangement referred to in subrule (5) must obtain from the agent the information obtained by the agent under that agreement or arrangement.

[added effective December 31/08; (4) amended 12/08]

Timing of verification for individuals

- 3-98** (1) At the time that a lawyer provides legal services in respect of a financial transaction, the lawyer must verify the identity of a client who is an individual.
- (2) When a lawyer has verified the identity of an individual, the lawyer is not required subsequently to verify that same identity if the lawyer recognizes that person.

[added effective December 31/08]

Timing of verification for organizations

- 3-99** (1) A lawyer must verify the identity of a client that is an organization within 60 days of engaging in a financial transaction.
- (2) When a lawyer has verified the identity of a client that is an organization and obtained and recorded information under Rule 3-96, the lawyer is not required subsequently to verify that identity or obtain and record that information.

[added effective December 31/08]

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Record keeping and retention

- 3-100** (1) A lawyer must obtain and retain a copy of every document used to verify the identity of any individual or organization for the purposes of Rule 3-95(1).
- (2) The documents referred to in subrule (1) may be kept in a machine-readable or electronic form, if a paper copy can be readily produced from it.
- (3) A lawyer must retain a record of the information and any documents obtained for the purposes of Rules 3-93 and 3-96 and copies of all documents received for the purposes of Rule 3-95(2) for the longer of
- (a) the duration of the lawyer and client relationship and for as long as is necessary for the purpose of providing services to the client, and
 - (b) a period of at least 6 years following completion of the work for which the lawyer was retained.

[added effective December 31/08]

Existing matters

- 3-101** Rules 3-92 to 3-100 do not apply to matters for which a lawyer was retained before December 31, 2008, but they do apply to all matters for which he or she is retained after that time, regardless of whether the client is a new or existing client.

[added effective December 31/08]

Criminal activity

- 3-102** (1) If, in the course of obtaining the information and taking the steps required in Rule 3-93, 3-95(2) or 3-96, or while retained by a client, a lawyer knows or ought to know that he or she is or would be assisting a client in fraud or other illegal conduct, the lawyer must withdraw from representation of the client.
- (2) This Rule applies to all matters for which a lawyer is retained before or after this Division comes into force.

[added effective December 31/08; (1) amended 12/08]

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- (b) the matters are substantially unrelated and the lawyer does not possess confidential information arising from the representation of one client that might reasonably affect the other representation.

[added 07/01]

6.4 For the purposes of Rule 6.3, the consent of a client to the lawyer acting for another client adverse in interest may be inferred in the absence of contrary instructions if, in the reasonable belief of the lawyer, the client would consent in the matter in question because the client has

- (a) previously consented to the lawyer, or another lawyer, acting for another client adverse in interest,
- (b) commonly permitted a lawyer to act against the client while retaining the same lawyer in other matters to act on the client's behalf, or
- (c) consented, generally, to the lawyer acting for another client adverse in interest.

[added 07/01]

Acting against a former client

7. Subject to Rule 7.4, a lawyer must not represent a client for the purpose of acting against the interests of a former client of the lawyer unless:

- (a) the former client is informed that the lawyer proposes to act for a client adverse in interest to the former client and the former client consents to the new representation, or
- (b) the new representation is substantially unrelated to the lawyer's representation of the former client, and the lawyer does not possess confidential information arising from the representation of the former client that might reasonably affect the new representation.

[amended 02/95; 07/01]

Limited representation

7.01 In Rules 7.01 to 7.04,⁴ **“limited legal services”** means advice or representation of a summary nature provided by a lawyer to a client under the auspices of a not-for-profit organization with the expectation by the lawyer and the client that the lawyer will not provide continuing representation in the matter.

[added 01/09]

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- 7.02 A lawyer must not provide limited legal services if the lawyer is aware of a conflict of interest and must cease providing limited legal services if at any time the lawyer becomes aware of a conflict of interest.

[added 01/09]

- 7.03 A lawyer may provide limited legal services notwithstanding that another lawyer has provided limited legal services under the auspices of the same not-for-profit organization to a client adverse in interest to the lawyer's client, provided no confidential information about a client is available to another client from the not-for-profit organization.

[added 01/09]

- 7.04 If a lawyer keeps information obtained as a result of providing limited legal services confidential from the lawyer's partners and associates, the information is not imputed to the partners or associates, and a partner or associate of the lawyer may

- (a) continue to act for another client adverse in interest to the client who is obtaining or has obtained limited legal services, and
- (b) act in future for another client adverse in interest to the client who is obtaining or has obtained limited legal services.

[added 01/09]

Conflicts arising as a result of transfer between law firms

- 7.1 In Rules 7.1 to 7.9:

“client” includes anyone to whom a lawyer owes a duty of confidentiality, whether or not a solicitor-client relationship exists between them;

“confidential information” means information not generally known to the public that is obtained from a client;

“law firm” includes one or more lawyers practising:

- (a) in a sole proprietorship,
- (b) in a partnership,
- (c) in an arrangement for sharing space,⁵
- (d) as a law corporation,
- (e) in a government, a Crown corporation or any other public body,⁶ and
- (f) in a corporation or other body;⁷

CONFLICTS OF INTEREST BETWEEN CLIENTS

“lawyer” means a member of the Society, and includes an articulated student registered in the Law Society Admission Program;

“matter” means a case or client file, but does not include general “know-how” and, in the case of a government lawyer, does not include policy advice unless the advice relates to a particular case.

[added 02/95; amended 05/96]

Application of Rules⁸

7.2 Rules 7.1 to 7.9 apply when a lawyer transfers from one law firm (“former law firm”) to another (“new law firm”), and either the transferring lawyer or the new law firm is aware at the time of the transfer or later discovers that:

- (a) the new law firm represents a client in a matter that is the same as or related to a matter in which the former law firm represents its client (“former client”),
- (b) the interests of those clients in that matter conflict, and
- (c) the transferring lawyer actually possesses relevant information respecting that matter.

[added 02/95]

7.3 Rules 7.4 to 7.7 do not apply to a lawyer employed by the federal or a provincial or territorial attorney general or department of justice who continues to be employed by that attorney general or department of justice after transferring from one department, ministry or agency to another.

[added 02/95]

Firm disqualification

7.4 If the transferring lawyer actually possesses confidential information relevant to a matter referred to in paragraph 7.2(a) respecting the former client that may prejudice the former client if disclosed to a member of the new law firm, the new law firm must cease its representation of its client in that matter unless:

- (a) the former client consents to the new law firm’s continued representation of its client, or
- (b) the new law firm can establish, in accordance with Rule 7.8, when called upon to do so by a party adverse in interest, that:
 - (i) it is reasonable that its representation of its client in the matter continue, having regard to all relevant circumstances, including:

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- (A) the adequacy of the measures taken under subparagraph (ii),
 - (B) the extent of prejudice to the affected clients, and
 - (C) the good faith of the former client and the client of the new law firm, and
- (ii) it has taken reasonable measures to ensure that there will be no disclosure of the former client's confidential information by the transferring lawyer to any member of the new law firm.⁹

[added 02/95; amended 02/09]

Continued representation not to involve transferring lawyer

- 7.5 If the transferring lawyer actually possesses information relevant to a matter referred to in paragraph 7.2(a) respecting the former client, but that information is not confidential information that may prejudice the former client if disclosed to a member of the new law firm, the new law firm must notify its client of the relevant circumstances and its intended action under Rules 7.1 to 7.9.

[added 02/95; heading and rule amended 02/09]

- 7.6 Unless the former client consents, a transferring lawyer to whom Rule 7.4 or 7.5 applies must not:
- (a) participate in any manner in the new law firm's representation of its client in that matter, or
 - (b) disclose any confidential information respecting the former client.

[added 02/95]

- 7.7 Unless the former client consents, a member of the new law firm must not discuss the new law firm's representation of its client or the former law firm's representation of the former client in that matter with a transferring lawyer to whom Rule 7.4 or 7.5 applies.

[added 02/95]

Determination of compliance

- 7.8 Anyone who has an interest in, or who represents a party in, a matter referred to in Rules 7.1 to 7.9 may apply to a court of competent jurisdiction for a determination of any aspect of those Rules, or seek the opinion of the Society on the application of those Rules.

[added 02/95]

CONFLICTS OF INTEREST BETWEEN CLIENTS

Due diligence

- 7.9 A lawyer must exercise due diligence in ensuring that each member and employee of the lawyer's law firm, and each other person whose services the lawyer has retained:
- (a) complies with Rules 7.1 to 7.9, and
 - (b) does not disclose:
 - (i) confidences of clients of the firm, and
 - (ii) confidences of clients of another law firm in which the person has worked.

[added 02/95]

Finders' fees

8. A lawyer who, in exchange for making an introduction between a borrower and a lender, receives any payment from one of them, shall not act for the other of them in any resulting transaction between them, unless the lawyer:
- (a) makes full disclosure to the client, and
 - (b) pays the fee over to the client or credits the same against the lawyer's own account to the client.

The principle here involved is that the lawyer should not, by receiving or bargaining for compensation from any source except the client, be put in a position which might interfere with the lawyer's undivided loyalty to the client.

These principles apply to fees received from mutual fund corporations and other financial institutions for procuring investment in those institutions.

Acting as a family law mediator

9. A lawyer who acts as a family law mediator shall comply with Appendix 2 to this *Handbook* and, to the extent they are not inconsistent with Appendix 2, the Rules in this Chapter.

Real property conveyancing transactions

10. A lawyer who agrees to act in a real property conveyancing transaction for two or more parties with different interests shall comply with this Chapter and with Appendix 3 to this *Handbook*.

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FOOTNOTES:

1. Different rules apply when lawyers are held out as practising in partnership or association. See Chapter 13, Rule 6.

[added 05/96]

2. Like other lawyers, those who share space must take all reasonable measures to ensure client confidentiality. Lawyers who do not wish to act for clients adverse in interest to clients of lawyers with whom they share space should establish an adequate conflicts check system.

In order both to ensure confidentiality and to avoid conflicts, a lawyer must have the consent of each client before disclosing any information about the client for the purpose of conflicts checks. Consent may be implied in some cases but, if there is any doubt, the best course is to obtain express consent.

[added 05/96]

3. While disclosure is required of all lawyers sharing space who reserve the right to act for clients adverse in interest, disclosure is recommended for all lawyers sharing space, including those who agree not to act for clients adverse in interest to the clients of the lawyers with whom they share space.

[added 05/96]

4. These Rules contemplate that, in some instances when a lawyer provides limited legal services, it may be impractical for the lawyer to perform a conflicts check before providing legal services to a client.

[added 01/09]

5. This recognizes
 - (a) the concern that opposing clients may have about the appearance of proximity of lawyers sharing space, and
 - (b) the risk that lawyers sharing space may be exposed inadvertently to confidential information of an opposing client.

[added 02/95; amended 12/95; renumbered 05/96; 01/09]

6. Rules 7.1 to 7.9 apply to lawyers transferring to or from government service and into or out of an in-house counsel position, but do not extend to purely internal transfers in which, after transfer, the employer remains the same.

[added 02/95; renumbered 05/96; 01/09]

CONFLICTS OF INTEREST BETWEEN CLIENTS

7. Rules 7.1 to 7.9 treat as one “law firm” such entities as the various legal services units of a government, a corporation with separate regional legal departments, an inter-provincial law firm and a legal aid program with many community law offices. The more autonomous that each such unit or office is, the easier it should be, in the event of a conflict, for the new firm to obtain the former client’s consent.

[added 02/95; renumbered 05/96; 01/09; amended 02/09]

8. Rules 7.1 to 7.9 are intended to regulate lawyers and articled students who transfer between law firms. They also impose a general duty on lawyers to exercise due diligence in the supervision of non-lawyer staff, to ensure that they comply with the Rules and with the duty not to disclose confidences of clients of:

- (a) the lawyer’s firm, or
- (b) other law firms in which the non-lawyer staff have worked.

[added 02/95; renumbered and amended 05/96; renumbered 01/09]

9. Appendix 5 to this *Handbook* may be helpful in determining what constitutes “reasonable measures” in this context.

Issues arising as a result of a transfer between law firms should be dealt with promptly. A lawyer’s failure to promptly raise any issues identified may prejudice clients and may be considered sharp practice.

[added 02/95; amended 06/95; renumbered and amended 05/96; renumbered 01/09; amended 02/09]

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CHAPTER 12

SUPERVISION OF EMPLOYEES

Responsibility for all business entrusted to lawyer

1. A lawyer is completely responsible for all business entrusted to the lawyer. The lawyer must maintain personal and actual control and management of each of the lawyer's offices. While tasks and functions may be delegated to staff and assistants such as students, clerks and legal assistants, the lawyer must maintain direct supervision over each non-lawyer staff member.

[amended 05/00]

Matters requiring professional skill and judgement

2. A lawyer must ensure that all matters requiring a lawyer's professional skill and judgement are dealt with by a lawyer and that legal advice is not given by unauthorized persons, whether in the lawyer's name or otherwise.

[amended 05/00]

Signing correspondence

3. Letters on the letterhead of a law firm, when signed by a person other than a practising lawyer, must indicate the status or designation of the signing person for the information of the recipient.

[amended 05/00]

Legal assistants

4. There are many tasks that can be performed by a legal assistant working under the supervision of a lawyer. It is in the interests of the profession and the public for the delivery of more efficient, comprehensive and better quality legal services that the training and employment of legal assistants be encouraged.

[amended 05/00]

5. Subject to this chapter, a legal assistant may perform any task delegated and supervised by a lawyer, but the lawyer must maintain a direct relationship with the client and has full professional responsibility for the work.

[amended 05/00]

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- 5.1 A lawyer may delegate tasks or functions to a legal assistant if
- (a) the training and experience of the legal assistant is appropriate to protect the interests of the client, and
 - (b) provision is made for the professional legal judgement of the lawyer to be exercised whenever it is required.

[added 05/00]

6. Except as permitted under the *Legal Services Society Act*, section 12, a lawyer must not permit a legal assistant to:
- (a) perform any function reserved to lawyers, including but not limited to
 - (i) giving legal advice,
 - (ii) giving or receiving undertakings, and
 - (iii) appearing in court or actively participating in legal proceedings on behalf of a client, except in a support role to the lawyer appearing in the proceedings,
 - (b) do anything that a lawyer is not permitted to do,
 - (c) act finally and without reference to the lawyer in matters involving professional legal judgement, or
 - (d) be held out as a lawyer, or be identified other than as a legal assistant when communicating with clients, lawyers, public officials or with the public generally.

[amended 05/00; 02/09]

7. A lawyer who employs a legal assistant must ensure that the assistant is adequately trained and supervised for the tasks and functions delegated to the assistant.

[amended 05/00]

8. This rule is subject to Rule 5.1. It illustrates, but does not limit, the general effect of that rule.

The following are examples of tasks and functions that legal assistants may perform with proper training and supervision:

- (a) attending to all matters of routine administration,
- (b) drafting or conducting routine correspondence,

APPENDIX 5

CONFLICTS ARISING AS A RESULT OF TRANSFER BETWEEN LAW FIRMS

[Chapter 6, Rules 7.1 to 7.9]

Matters to consider when interviewing a potential transferee

1. When a law firm considers hiring a lawyer or articulated student (“transferring lawyer”) from another law firm, the transferring lawyer and the new law firm need to determine, *before transfer*, whether any conflicts of interest will be created. Conflicts can arise with respect to clients of the firm that the transferring lawyer is leaving, and with respect to clients of a firm in which the transferring lawyer worked at some earlier time.

During the interview process, the transferring lawyer and the new law firm need to identify, first, all cases in which:

- (a) the new law firm represents a client in a matter that is the same as or related to a matter in which the former law firm represents its client,
- (b) the interests of these clients in that matter conflict, and
- (c) the transferring lawyer actually possesses relevant information respecting that matter.

When these three elements exist, the transferring lawyer is personally disqualified from representing the new client unless the former client consents.

Second, they must determine whether, in each such case, the transferring lawyer actually possesses relevant information respecting the former client that is confidential and that may prejudice the former client if disclosed to a member of the new law firm.

If this element exists, then the transferring lawyer is disqualified unless the former client consents, and the new law firm is disqualified unless the firm takes measures set out in Rules 7.1 to 7.9 and Appendix 5 to preserve the confidentiality of information.

In Rules 7.1 to 7.9, “confidential” information refers to information not generally known to the public that is obtained from a client. It should be distinguished from the general ethical duty to hold in strict confidence all information concerning the business and affairs of the client acquired in the course of the professional relationship, which duty applies without regard to the nature or source of the information or to the fact that others may share the knowledge.

In determining whether the transferring lawyer possesses confidential information, both the transferring lawyer and the new law firm need to be very careful to ensure that they do not disclose client confidences during the interview process itself.

[added 02/95; amended 02/09]

Matters to consider before hiring a potential transferee

2. After completing the interview process and before hiring the transferring lawyer, the new law firm should determine whether a conflict exists.

(a) **If a conflict does exist**

If the new law firm concludes that the transferring lawyer does possess relevant information respecting a former client that is confidential and that may prejudice the former client if disclosed to a member of the new law firm, then the new law firm will be prohibited from continuing to represent its client in the matter if the transferring lawyer is hired, unless:

- (i) the new law firm obtains the former client's consent to its continued representation of its client in that matter, or
- (ii) the new law firm complies with paragraph 7.4(b).

If the new law firm seeks the former client's consent to the new law firm continuing to act, it will, in all likelihood, be required to satisfy the former client that it has taken reasonable measures to ensure that there will be no disclosure of the former client's confidential information to any member of the new law firm. The former client's consent must be obtained before the transferring lawyer is hired.

Alternatively, if the new law firm applies under Rule 7.8 for an opinion of the Society or a determination by a court that it may continue to act, it bears the onus of establishing the matters referred to in paragraph 7.4(b). Again, this process must be completed before the transferring lawyer is hired.

An application under Rule 7.8 may be made to the Society or to a court of competent jurisdiction. The Society has a procedure for considering disputes under Rule 7.8 that is intended to provide informal guidance to applicants.

The circumstances referred to in paragraph 7.4(b) are drafted in broad terms to ensure that all relevant facts will be taken into account.

(b) **If no conflict exists**

If the new law firm concludes that the transferring lawyer possesses relevant information respecting a former client, but that information is not confidential information that may prejudice the former client if disclosed to a member of the new law firm, the new law firm must notify its client "of the relevant circumstances and its intended action under Rules 7.1 to 7.9."

Although Rule 7.5 does not require that the notice be in writing, it would be prudent for the new law firm to confirm these matters in writing. Written notification eliminates any later dispute as to the fact of notification, its timeliness and content.

CONFLICTS ARISING AS A RESULT OF TRANSFER BETWEEN LAW FIRMS

The new law firm might, for example, seek the former client's consent to the transferring lawyer acting for the new law firm's client in the matter because, absent such consent, the transferring lawyer must not act.

If the former client does not consent to the transferring lawyer acting, it would be prudent for the new law firm to take reasonable measures to ensure that there will be no disclosure of the former client's confidential information to any member of the new law firm. If such measures are taken, it will strengthen the new law firm's position if it is later determined that the transferring lawyer did in fact possess confidential information that, if disclosed, may prejudice the former client.

A former client who alleges that the transferring lawyer has such confidential information may apply under Rule 7.8 for an opinion of the Society or a determination by a court on that issue.

(c) **If the new law firm is not sure whether a conflict exists**

There may be some cases in which the new law firm is not sure whether the transferring lawyer possesses confidential information respecting a former client that may prejudice the former client if disclosed to a member of the new law firm.

In such circumstances, it would be prudent for the new law firm to seek guidance from the Society before hiring the transferring lawyer.

[added 02/95; amended 02/09]

Reasonable measures to ensure non-disclosure of confidential information

3. As noted above, there are two circumstances in which the new law firm should consider the implementation of reasonable measures to ensure that there will be no disclosure of the former client's confidential information to any member of the new law firm:
 - (a) if the transferring lawyer actually possesses confidential information respecting a former client that may prejudice the former client if disclosed to a member of the new law firm, and
 - (b) if the new law firm is not sure whether the transferring lawyer possesses such confidential information, but it wants to strengthen its position if it is later determined that the transferring lawyer did in fact possess such confidential information.

It is not possible to offer a set of "reasonable measures" that will be appropriate or adequate in every case. Rather, the new law firm that seeks to implement reasonable measures must exercise professional judgement in determining what steps must be taken "to ensure that there will be no disclosure to any member of the new law firm."

PROFESSIONAL CONDUCT HANDBOOK

In the case of law firms with multiple offices, the degree of autonomy possessed by each office will be an important factor in determining what constitutes “reasonable measures.” For example, the various legal services units of a government, a corporation with separate regional legal departments, an inter-provincial law firm or a legal aid program may be able to argue that, because of its institutional structure, reporting relationships, function, nature of work and geography, relatively fewer “measures” are necessary to ensure the non-disclosure of client confidences.

Adoption of all guidelines may not be realistic or required in all circumstances, but lawyers should document the reasons for declining to conform to a particular guideline. Some circumstances may require extra measures not contemplated by the guidelines.

When a transferring lawyer joining a government legal services unit or the legal department of a corporation actually possesses confidential information respecting a former client that may prejudice the former client if disclosed to a member of the new “law firm,” the interests of the new client (i.e., Her Majesty or the corporation) must continue to be represented. Normally, this will be effected either by instituting satisfactory screening measures or, when necessary, by referring conduct of the matter to outside counsel. As each factual situation will be unique, flexibility will be required in the application of paragraph 7.4(b).

[added 02/95; amended 02/09]

GUIDELINES:

1. The screened lawyer should have no involvement in the new law firm’s representation of its client.
2. The screened lawyer should not discuss the current matter or any information relating to the representation of the former client (the two may be identical) with anyone else in the new law firm.
3. No member of the new law firm should discuss the current matter or the prior representation with the screened lawyer.
- 4 to 6. [rescinded 02/09]
7. The measures taken by the new law firm to screen the transferring lawyer should be stated in a written policy explained to all lawyers and support staff within the firm, supported by an admonition that violation of the policy will result in sanctions, up to and including dismissal.
8. [rescinded 02/09]

CONFLICTS ARISING AS A RESULT OF TRANSFER BETWEEN LAW FIRMS

9. The former client, or if the former client is represented in that matter by a lawyer, that lawyer, should be advised:
 - (a) that the screened lawyer is now with the new law firm, which represents the current client, and
 - (b) of the measures adopted by the new law firm to ensure that there will be no disclosure of confidential information.
10. Unless to do so otherwise is unfair, insignificant or impracticable, the screened lawyer should not participate in the fees generated by the current client matter.

[amended 02/09]

11. The screened lawyer's office or work station should be located away from the offices or work stations of those working on the matter.
12. The screened lawyer should use associates and support staff different from those working on the current client matter.

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**BC LAWYERS' COMPULSORY PROFESSIONAL
LIABILITY INSURANCE
POLICY NUMBER: LPL 09-01-01**

INSURER:

THE LSBC CAPTIVE INSURANCE COMPANY LTD.
(the "Company")

Administrative Offices, 5th Floor, 845 Cambie Street
Vancouver, BC V6B 4Z9

ADMINISTRATOR:

THE LAW SOCIETY OF BRITISH COLUMBIA
(the "Law Society")

INSURANCE CONSULTANT:

JARDINE LLOYD THOMPSON CANADA INC.

DECLARATIONS

- | | | |
|----|---------------------------|---|
| 1. | Individual Insured | As defined in this policy. |
| 2. | Policy Period | From January 1, 2009 to January 1, 2010 (12:01 a.m. standard time). |
| 3. | Limits of Liability | PART A:

(a) \$1,000,000 All claims arising out of an error for damages, claims expenses and deductibles.

(b) \$2,000,000 Annual Aggregate Limit for damages, claims expenses and deductibles.

PART B:

(c) \$300,000 All claims for damages by a claimant arising out of an error or related errors . |

INSURANCE POLICIES

- (d) \$17,500,000 Profession-Wide Aggregate Limit for all **claims** for **damages** and **claims expenses**.
4. Deductible Applicable to PART A only
- (a) \$5,000 Each **error** resulting in the payment of **damages**, except an **error** arising out of your performance of **sanctioned services** or a **protocol error**.
- (b) \$10,000 Each additional **error** reported within a three year period resulting in the payment of **damages**, except an **error** arising out of your performance of **sanctioned services** or a **protocol error**.
5. Insurance Fee As agreed between the **Company** and the **Law Society**.

This policy governs claims and potential claims reported in 2009 — read carefully.

INSURANCE POLICIES

DEFINITIONS

For convenience, all defined words are in bold print. We, us or our refers to the **Company**. You, your or the **Insured** refers in Part A to the **Individual Insured** or the **Additional Insured**, and in Part B to the **Individual Insured** or the **Innocent Insured**. Unless otherwise indicated, all specific statutory references are to statutes of British Columbia. In this policy:

Additional Insured means:

- (a) each **law firm** in which the **Individual Insured** is or was a partner, employee or associate counsel or that is or was liable for the **Individual Insured**;
- (b) each **law corporation**, law office management corporation and law office management limited partnership, which is or was owned wholly or partly, directly or indirectly, by the **Individual Insured** or his or her spouse, and each present or former officer, director, shareholder or limited partner thereof;
- (c) each present or former **member** who, at the time of the **error**, was insured by us and was the **Individual Insured's** partner or liable for the **Individual Insured**; and
- (d) each present or former employee of the **Individual Insured**, or of any **law firm, law corporation, law office management corporation** and law office management limited partnership described in (a) or (b) above, provided such employee was acting within the scope of his or her duties and acting under the supervision of, in a supporting role to and not independent of the **Individual Insured**.

Apparent partnership means: an expense sharing or other arrangement in which two or more **members** or **law corporations**, or a combination thereof, are or were held out to the public as partners whether or not the partnership in fact exists or existed.

Certificate means: a certificate issued by the **Law Society** to a **member** as evidence of insurance under any previous plan of professional liability insurance for **members** of the **Law Society**.

Claim means: a demand for money, an action, a claim or institution of proceedings against you.

Claimant means:

- (a) under Part A: a person or **organization** who has made or may make a **claim**; or
- (b) under Part B: a person who has or alleges to have suffered a monetary loss, and who provides a statutory declaration relating to that loss in a form satisfactory to us.

Claims expenses means:

- (a) fees and disbursements charged by defence counsel appointed by us; and

INSURANCE POLICIES

- (b) all other fees, costs and expenses incurred by us, or by you with our written consent, resulting from the investigation, adjustment, defence and appeal of a **claim** or potential **claim**, including all sums payable under Insuring Agreements A 2 and B 2. **Claims expenses** does not include salaries of our officers, directors and employees, or those of the **Law Society**.

Common-law spouse means: a person not married to the **Individual Insured**, who has lived with the **Individual Insured** in a marriage-like relationship, including a similar relationship between persons of the same gender, for a period of not less than one year.

Compensation program means: those statutory compensation programs as provided for by any legislative act, including but not limited to: the “Special Compensation Fund” as provided under the *Legal Profession Act*; the “Assurance Fund” as provided under the *Land Title Act*; similar funds as established for general public protection against loss consequent on the unlawful acts of third parties under other legislation as may now or subsequently be established; and any substantially similar or equivalent compensation programs established by any government.

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.

Damages means:

- (a) under Part A: any compensatory damages, including any pre-judgment interest, post-judgment interest or costs awarded thereon, or settlement or **repair costs**, relating to covered allegations. **Damages** does not include:
- (i) an order of set-off or any order for the return or reimbursement of, or accounting for or disgorgement of, any property, benefit, legal fees or disbursements that you received, even if claimed as general damages;
 - (ii) any order for punitive, exemplary or aggravated damages;
 - (iii) any fine, sanction or penalty; or
 - (iv) any costs ordered as special costs or ordered pursuant to Rule 57(37) of the Supreme Court Rules or Rule 71 of the Court of Appeal Rules or their equivalents as amended from time to time; or
- (b) under Part B: any monetary award, including any pre-judgment interest, post-judgment interest or costs awarded thereon, or settlement, for the direct loss only of no more than the value of money or the **deemed value** of other property dishonestly appropriated. **Damages** does not include:
- (i) any amount for which the **claimant** or **Insured**:
 - a. is entitled to claim indemnity under any other policy or form of insurance (including title insurance); or
 - b. has recourse through any **compensation program** or other source of recovery including set-offs whether legal or equitable;

INSURANCE POLICIES

that would cover such loss in whole or in part in the absence of this policy as this coverage is intended to be last-resort insurance; or

- (ii) any costs ordered as special costs or ordered pursuant to Rule 57(37) of the Supreme Court Rules or Rule 71 of the Court of Appeal Rules or their equivalents as amended from time to time.

Deemed individual coverage period means: any period after January 1, 2002, 12:01 a.m. standard time during which the **Individual Insured** was a **member** and was performing **sanctioned services**.

Deemed value means: the equivalent of the property's actual cash value or, if the property is not convertible into money, the actual cash value of the property at the time of dishonest appropriation.

Error means:

- (a) under Part A: an actual or alleged negligent act, negligent error or negligent omission, including a **protocol error** or **personal injury**. Where actual or alleged errors are related, they will be deemed to be one **error**. Errors are related when they:
 - (i) are logically or causally connected;
 - (ii) cause a single loss to one or more **claimants**;
 - (iii) occur in the course of the **Insured(s)** acting as an administrator, executor, guardian, trustee or committee; or
 - (iv) occur in relation to the same or similar underlying facts, events, transactions, activities or undertakings, which, without limiting the generality of the foregoing, include accidents, investment programs or schemes, offerings of ownership interest or debt, corporate reorganizations, tax plans, estates, real estate developments, commercial ventures and litigation matters;

regardless of whether they are made by more than one **Insured** or by **Insured(s)** acting in more than one capacity, occur at different times or in the course of more than one professional service, retainer or client matter, or give rise to **claims** by more than one **claimant**; or

- (b) under Part B: a dishonest appropriation of money or other property, whether to the use of the **Individual Insured** or a third party, which was entrusted to and received by the **Individual Insured** in his or her capacity as a barrister and solicitor and in relation to the provision of **professional services** to others.

Family means: spouse (including **common-law spouse**), children, parents or siblings.

Individual coverage period means: any period prior to January 1, 1971, 12:01 a.m. standard time during which the **Individual Insured** was a **member**, any period between January 1, 1971, 12:01 a.m. standard time and January 1, 1998, 12:01 a.m. standard time during which the **Individual Insured** was a **member** and held a **certificate**, and any period after January 1, 1998, 12:01 a.m. standard time for which the **Individual Insured** has paid the annual insurance fee.

INSURANCE POLICIES

Individual Insured means: each **member** or former **member** who made or allegedly made the **error**.

Ineligible portion means: that portion that equals the proportionate beneficial ownership of the **organization** held individually or collectively, directly or indirectly, at the time of the **error** by the persons listed in subparagraphs 6.2.1, 6.2.2 and 6.2.3 of Exclusion 6.2 of this policy.

Innocent Insured means: each present or former **member** who:

- (a) is or may be liable for the **Individual Insured**;
- (b) did not personally commit, participate in committing, or acquiesce in the **error**; and
- (c) was insured by us at the time of the **error**.

Insured means:

- (a) under Part A: an **Individual Insured** or **Additional Insured**; or
- (b) under Part B: an **Individual Insured** or **Innocent Insured**.

Law corporation means: a law corporation as defined in the *Legal Profession Act*.

Law firm means: a sole proprietorship owned by a **member**, a **law corporation**, a partnership of **members** or **law corporations** or a combination thereof, or an **apparent partnership**.

Member means: a member in good standing shown on the records of the **Law Society**.

Organization means: any business, business venture, joint venture, proprietorship, partnership, limited partnership, cooperative, society, syndicate, corporation, association or any legal or commercial entity.

Personal injury means: malicious prosecution, libel or slander, or a publication or utterance in violation of an individual's right of privacy.

Policy period means: the period stated in Declaration 2.

Professional services means:

- (a) the practice of law as defined in the *Legal Profession Act*;
- (b) *pro bono* legal services;
- (c) acting as an Official Administrator, a custodian under Part 8 of the *Legal Profession Act*, an arbitrator, mediator or conciliator, by a **member**;
- (d) acting as:
 - (i) an administrator, executor, guardian, trustee or committee or in any similar fiduciary capacity;
 - (ii) a patent or trademark agent; or

INSURANCE POLICIES

(iii) agent for any record keeping or filing duty imposed by any provincial or federal statute;

provided that such services are connected with and incidental to the **Individual Insured's** profession as a lawyer and, for the purposes of Part B of this policy only, the **Individual Insured** is also providing legal services; or

(e) performing any other activity deemed to be the practice of law by the **Law Society**.

Professional services does not include the mere receipt and/or distribution of funds, from trust or otherwise.

Protocol error means: a building location defect that is not disclosed as a result of an opinion given in compliance with and pursuant to the terms and conditions of the Western Law Societies Conveyancing Protocol (British Columbia) issued by the **Law Society**, Version 2, February 2, 2001 as amended from time to time.

Related claimants in Part B means: **claimants** are related if the money or other property dishonestly appropriated was jointly provided or jointly owned by the **claimants**.

Related errors in Part B means: **errors** are related if the money or other property dishonestly appropriated was received in relation to the provision of the same **professional services**, retainer or client matter.

Reciprocal Jurisdiction means: the province or territory of a reciprocating governing body as defined in Rule 2.10.1 of the **Law Society** Rules.

Repair costs means: any costs, other than **claims expenses**, approved or paid by us, incurred attempting to avoid or mitigate a loss arising out of an **error**.

Sanctioned services means: *pro bono* legal services provided to an individual known to you only as a result of performing these services through a *pro bono* legal services program, provided that both the services and the program are approved for the purposes of this policy by the **Law Society**, and that the services are provided solely through the program.

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

- (a) 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
- (b) in contravention of the rules of any other law society or bar, for the purposes of Exclusion 9.

This policy is a contract between each **Insured** and the **Company**.

In consideration of the payment of the insurance fee and subject to the terms of this policy, we agree with you that:

INSURANCE POLICIES

INSURING AGREEMENTS

PART A: PROFESSIONAL LIABILITY

1. INSURING AGREEMENT A 1

We shall pay on your behalf all sums which you become legally obligated to pay as **damages** because of any **claim** first made against you and reported to us during the **policy period** arising out of an **error** by you in performing or failing to perform **professional services** for others.

2. INSURING AGREEMENT A 2

2.1 With respect to any **claim** first made or suit first brought within Canada or the United States of America seeking **damages** for which you are entitled to indemnity under Part A of this policy, we shall have the right:

2.1.1 and the duty to defend any suit against you, even if any of the allegations of the suit are groundless, false or fraudulent; and

2.1.2 to select and instruct defence counsel and to investigate and settle any **claim** including the right to elicit, or instruct defence counsel to elicit, offers of settlement. If you object to any settlement recommended by us, we may:

(a) settle the **claim** without your consent and you will remain liable to pay the deductible stated in Declaration 4; or

(b) give you the right to negotiate or defend the **claim** or suit. In this event, any duty we may have had to defend the **claim** ceases and the **damages** and **claims expenses** in excess of the amount for which we could have settled will not be recoverable under this policy.

2.2 With respect to any **claim** that is made or suit that is brought elsewhere than within Canada or the United States of America seeking **damages** for which you are entitled to indemnity under Part A of this policy:

2.2.1 we shall have the right, but not the duty, to investigate, settle, defend or pay **claims expenses** in accordance with Insuring Agreement A 2.1.2; and

2.2.2 if we elect not to investigate, settle or defend a **claim** or suit, you will, under our supervision, investigate and defend as is reasonably necessary and, if we deem prudent you will settle such **claim** or suit. We shall reimburse you for the reasonable cost of such investigation, settlement or defence.

INSURANCE POLICIES

- 2.3 With respect to any **claim** for which you are entitled to partial indemnity under Part A of this policy, you agree that we shall each apply our best efforts to agree upon an equitable and appropriate allocation of any **claims expenses** between those matters for which you are entitled to indemnity and those for which you are not. You agree that you will be solely responsible for those **claims expenses** that are related to matters for which you are not entitled to indemnity under this part.
- 2.4 Any negotiated or judicially determined allocation of **claims expenses** shall be applied retroactively to all **claims expenses** notwithstanding any prior payments by you or by us. Any allocation or advancement of **claims expenses** shall not apply to or create any presumption with respect to the allocation between covered and uncovered loss.
- 2.5 Notwithstanding Exclusion 2, we shall have the right and the duty to defend, in accordance with Insuring Agreement A 2.1.2, any **claim** first made against you and reported to us during the **policy period** arising out of a **personal injury** while you were performing or failing to perform **professional services** for others.

3. INSURING AGREEMENT A 3

- 3.1 Part A of this policy applies only to **claims** arising out of **errors** that occurred either during the **individual coverage period** or in relation to **sanctioned services** performed during the **deemed individual coverage period**, and provided that:
- 3.1.1 the **claim** or potential **claim** is first made against you during the **policy period** and reported to us in writing during the **policy period**; and
- 3.1.2 you had no knowledge, prior to January 1, 1989 of the **claim** or of an **error** or circumstances occurring prior to January 1, 1986 which you knew or could have reasonably foreseen might be the basis of a **claim**.
- 3.2 A **claim** is first made against you during the **policy period** if during the **policy period**:
- 3.2.1 you become aware of an **error** or any circumstance which could reasonably be expected to be the basis of a **claim**, however unmeritorious; or
- 3.2.2 a **claim** is made against you seeking **damages** for which you are entitled to indemnity under this policy.
- 3.3 If Part A of this policy replaces, without interruption of coverage, a policy issued previously by us then a **claim** which was first made against you after January 1, 1989, and reported to us within the **policy period**, will be deemed to be first made against you within the **policy period** of this policy.
- 3.4 Except as provided in Condition 6, if you are not entitled to indemnity or a defence for a **claim**, Part A of this policy will not provide indemnity or a defence for such or similar **claim** to any other **Insured**.

INSURANCE POLICIES

- 3.5 Where the closest and most real connection to a **claim** or potential **claim** is with a **Reciprocal Jurisdiction**, and the scope of coverage provided by the **Reciprocal Jurisdiction's** compulsory lawyers professional liability insurance (the "**Reciprocal Jurisdiction's** policy") is broader than that provided by Part A of this policy, then we shall provide the same scope of coverage as that of the **Reciprocal Jurisdiction's** policy. For clarity, however, all **claims** and potential **claims** reported under Part A of this policy shall remain subject to the limits of liability stated in Condition 1 and the Declarations of this policy.

The determination of whether a **Reciprocal Jurisdiction** has the closest and most real connection to a **claim** or potential **claim** will be made by us, exercising our discretion reasonably, and considering whether at the time you were performing the **professional services** giving rise to the **claim**:

- (a) you were practicing the law of a **Reciprocal Jurisdiction**;
- (b) you were performing the **professional services** in a **Reciprocal Jurisdiction**;
- (c) your client was in a **Reciprocal Jurisdiction**; and
- (d) the subject matter of the **professional services** was located in or emanated from a **Reciprocal Jurisdiction**.

We will also consider where the proceedings, if any, to advance the **claim** are or are likely to be brought.

This Insuring Agreement applies only if, at the time the **Individual Insured** was performing the **professional services** giving rise to a **claim**, the **Individual Insured** was practicing law in accordance with the inter-jurisdictional practice provisions of the Rules of the **Law Society** and the **Reciprocal Jurisdiction's** law society. This Insuring Agreement does not apply if coverage under Part A of this policy would be excluded or limited in any way by the application of Exclusion 7 to a **claim** or potential **claim**.

PART B: TRUST PROTECTION

1. INSURING AGREEMENT B 1

Notwithstanding Exclusions 1 and 2 of this policy, we shall pay on your behalf all sums which you become legally obligated to pay to a **claimant** as **damages** because of any **claim** first made against you and reported to us during the **policy period** arising out of an **error** by the **Individual Insured**, provided that the **error** is the sole cause of the **damages**.

INSURANCE POLICIES

2. INSURING AGREEMENT B 2

- 2.1 With respect to any **claim** first made or suit first brought seeking **damages** that are covered under Part B of this policy:
- 2.1.1 we shall have the right, but not the duty, to defend any suit against you;
- 2.1.2 if we elect to defend you, we shall have the right to:
- (a) select and instruct defence counsel; and
 - (b) withdraw from the defence of the suit, without seeking or obtaining your consent, at any time that we, in our sole discretion, deem appropriate;
- 2.1.3 we shall have the right to investigate any **claim** or potential **claim**; and
- 2.1.4 we shall have the right to settle any **claim** without seeking or obtaining your consent, on such terms and conditions and at such time as we, in our sole discretion, deem appropriate.

Coverage under this Part B shall only apply to:

1. **Claims** arising out of **errors** that occurred while the **Individual Insured** was a **member**, and provided that the **claim** is first made against you during the **policy period** and reported to us during the **policy period**. A **claim** is first made against you during the **policy period** if during the **policy period**:
- 1.1 an **Innocent Insured** becomes aware of an **error** or any circumstance which could reasonably be expected to be the basis of a **claim**, however unmeritorious, or a **claim** is made against an **Innocent Insured** seeking **damages** that are covered under Part B of this policy;
 - 1.2 a **claim** is made against an **Individual Insured** seeking **damages** that are covered under Part B of this policy, and we deem notice of the **claim** given to us by a third party to be notice given by the **Individual Insured**; or
 - 1.3 the **Law Society** gives notice of a **claim** or potential **claim** against an **Individual Insured**, and we deem such notice to be notice given by the **Individual Insured**.
2. A **claim** seeking **damages** that are covered under Part B of this policy that is first made against you and of which written notice is given to us by the **claimant** within:
- 2.1 two (2) years of the **claimant** becoming sufficiently aware of the facts underlying the occurrence of an **error** such that the **claimant** had the means of knowing that an **error** had occurred; and

INSURANCE POLICIES

2.2 in any event, no more than ten (10) years of the time of the **error**.

We may, in our sole discretion, agree to extend the time limits set out in 2.1 and 2.2.

EXCLUSIONS

This policy does not apply to:

1. a **claim** arising out of your actual or alleged criminal act;
2. a **claim** arising out of your actual or alleged dishonest, fraudulent or malicious act;
3. a **claim** arising out of any injury to, physical contact with, sickness, disease or death of any person or injury to or destruction of any tangible property, including the loss of use thereof;
4. a **claim** arising out of your activity as a fiduciary with respect to an employee benefit plan or pension plan;
5. a **claim** arising out of your activities as an officer or director except your activities as an officer or director of a **law corporation** or law office management corporation;
6. a **claim**:
 - 6.1 arising out of an **error** of an **Individual Insured**, the payment of which would benefit, in whole or in part, directly or indirectly, the **Individual Insured** or the **Individual Insured's family** or **law firm**, provided that this Exclusion 6.1 does not apply to any benefit derived solely from the ownership of an **organization**;
or
 - 6.2 by or in connection with any **organization** in which:
 - 6.2.1 the **Individual Insured**;
 - 6.2.2 the **Individual Insured's family**; or
 - 6.2.3 the partners, associates or associate counsel of the **Individual Insured** or of the **Individual Insured's law firm**;

individually or collectively, directly or indirectly, had at the time of the **error** or thereafter, effective management or control of the **organization** or beneficial ownership of the **organization** in an amount greater than ten per cent (10%), provided that with respect to any payment resulting from a **claim** that falls within Part B of this policy, this Exclusion 6.2 applies only to exclude the **ineligible portion** of such payment.

INSURANCE POLICIES

- 6.3 If a **claim** arises out of an **error** which occurred before January 1, 1991, **family** shall be read without the words “(including **common-law spouse**)” and “parents or siblings”.
7. a **claim** arising out of your activity as an employee, dependent contractor or partner of any **organization** other than:
- 7.1. a **law firm**;
 - 7.2. a trade union, provided that such **claim** is brought against you by a member of the trade union or any employee represented by the trade union;
 - 7.3. a society, provided that such **claim** is brought against you by a member of the society; or
 - 7.4. a not-for-profit **organization** that provides *pro bono* legal services to the public, provided that:
 - 7.4.1 the **claim** arises out of an **error** that occurred during the **individual coverage period**; and
 - 7.4.2 the **claim** is not brought against you by or on behalf of such **organization**;
- except a **claim** that falls within Part B of this policy and is not brought against you by or on behalf of such **organization**; or
8. 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 8 shall be read without the words “except a law society of another province or territory of Canada” and “permanent”.

With respect to Part A: Professional Liability only, the following additional exclusions apply.

Part A of the policy does not apply to:

- 9. a **claim** against you where the **Individual Insured** is engaged in **unauthorized practice**, arising out of that **unauthorized practice**;
- 10. a **claim** arising out of your provision of investment advice or investment services unless as a direct consequence of the performance of **professional services**; or
- 11. a **claim** that is connected to or arises out of, in whole or in part, the dishonest appropriation of money or other property.

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With respect to Part B: Trust Protection only, the following additional exclusions apply.

Part B of this policy does not apply to:

12. **claims, errors** or any circumstances that an **Innocent Insured** or **claimant** knew or reasonably ought to have known could form or did form the basis of a **claim** for compensation to a **compensation program** prior to May 1, 2004;
13. a **claim** that is connected to or arises out of, in whole or in part, the wrongful or unlawful conduct, fault or neglect of the **claimant** or the **claimant's** spouse (including **common-law spouse**);
14. a **claim** by an **organization** that is connected to or arises out of, in whole or in part, the wrongful or unlawful conduct, fault or neglect of an officer, director, employee or agent of the **organization** or an individual who had, directly or indirectly, effective management or control of the **organization** or beneficial ownership of the **organization** in an amount greater than ten per cent (10%);
15. a **claim** where the money or property that was dishonestly appropriated had been unlawfully obtained by the **claimant**;
16. a **claim** brought by a **claimant** who:
 - 16.1 knew prior to the time of the **error** of any dishonest act by the **Individual Insured**; or
 - 16.2 committed, participated in committing, consented to expressly or impliedly, acquiesced in or was reckless or willfully blind to the **error**; or
17. a **claim** that is connected to or arises out of, in whole or in part, an investment or a purported investment.

CONDITIONS

1. LIMITS OF LIABILITY

1.1 LIMIT OF LIABILITY PART A — EACH **ERROR**

- 1.1.1 The limit of liability stated in Declaration 3(a) shall be the maximum amount payable under Part A of this policy for all **damages, claims expenses** and deductibles for all **claims** arising out of an **error**.
- 1.1.2 If a **claim** or potential **claim** is reported to us by or on behalf of any **Insured** during the **policy period**, all additional **claims** or potential **claims** reported subsequently that arise out of the same **error** shall be:
 - (a) part of the **claim** or potential **claim** first made and reported to us; and

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- (b) deemed to be reported within this **policy period**;

and all such **claims** or potential **claims** shall be subject to the terms of this policy and to the one limit of liability applicable to the **claim** or potential **claim** first reported.

1.2 LIMIT OF LIABILITY PART A — ANNUAL AGGREGATE LIMIT

1.2.1 The limit of liability stated in Declaration 3(b) is the maximum amount payable under Part A of this policy on behalf of each **Individual Insured**, including all related **Additional Insureds**, for all **damages, claims expenses** and deductibles arising out of all **claims** and potential **claims** first reported during the **policy period**.

1.2.2 All payments of **damages, claims expenses** and deductibles reduce the applicable limit of our liability.

1.3 MULTIPLE INSUREDS, CLAIMS OR CLAIMANTS — PART A

Notwithstanding any other provision of this policy, one or more **claims** resulting from an **error** shall be subject to one limit of liability and shall not increase our limits of liability regardless of whether the **error** is made by more than one **Insured** or by **Insured(s)** acting in more than one capacity and regardless of whether the **claims** are made against more than one **Insured** or made by more than one **claimant**.

1.4 LIMIT OF LIABILITY PART B — EACH ERROR

1.4.1 The limit of liability stated in Declaration 3(c) shall be the maximum amount payable under Part B of this policy for all **damages** for all **claims** by a **claimant** arising out of an **error** or **related errors**.

1.4.2 If a **claim** or potential **claim** is reported to us by or on behalf of any **Insured** during the **policy period**, all additional **claims** or potential **claims** reported subsequently that arise out of the same **error** or **related errors** shall be:

- (a) part of the **claim** or potential **claim** first made and reported to us; and
- (b) deemed to be reported within this **policy period**;

and all such **claims** or potential **claims** shall be subject to the terms of this policy and to the limit of liability stated in Declaration 3(c) applicable to the **claim** or potential **claim** first reported.

1.5 MULTIPLE INSUREDS, CLAIMS, CLAIMANTS OR ERRORS — PART B

One or more **claims**, resulting from an **error** or **related errors** made by one or more **Insureds**, made against one or more **Insureds** by a **claimant** or by **related claimants**, shall be subject to the one limit of liability stated in Declaration 3(c).

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1.6 LIMIT OF LIABILITY PART B — PROFESSION-WIDE AGGREGATE LIMIT

1.6.1 The limit of liability stated in Declaration 3(d) is the maximum amount payable under this policy for the **policy period** on an aggregate basis for all **Insureds** covered by Part B of this policy. For clarity, all **Insureds** covered by Part B of this policy means all present and former **members** of the **Law Society**. All payments by us of **damages** and **claims expenses** arising out of all **claims** and potential **claims** first reported during the **policy period** reduce the Profession-Wide Aggregate Limit for that **policy period** in the amount of the payments.

1.6.2 The **Individual Insureds** and **Innocent Insureds** agree that we may make payments of **damages** and **claims expenses** in reduction of the Profession-Wide Aggregate Limit, even though such payments will reduce or eliminate the limit otherwise available to **Individual Insureds** or **Innocent Insureds** for the **policy period**.

1.7 PRIORITY OF PAYMENTS

All **claims expenses** will be subtracted first from the applicable limit of our liability, with the remainder being the amount available to pay **damages**.

1.8 EXHAUSTION OF LIMITS

We shall not be obliged to pay any **damages** or **claims expenses**, or to undertake or continue the defence of any proceeding after the applicable limit of our liability has been exhausted by payment of **damages**, **claims expenses** and deductibles or after deposit of the balance of the applicable limit of our liability in a court of competent jurisdiction. In such a case, we shall have the right to withdraw from the further defence by tendering control of the defence to you.

2. DEDUCTIBLES

2.1 If **damages** are payable pursuant to Part A of this policy, you will pay the deductible stated in Declaration 4.

2.2 Our obligation to pay **damages** applies only to **damages** in excess of the deductible and we shall be liable only for the difference between the deductible and the limit of liability.

2.3 When one or more **claims** arising out of an **error** are made jointly or severally against two or more **law firms** or **Individual Insureds** at separate **law firms**, the deductible will apply separately to each **law firm**.

2.4 All the terms and conditions of this policy apply notwithstanding that the amount of the **claim**, potential **claim** or **damages** may be less than the deductible stated in Declaration 4.

INSURANCE POLICIES

- 2.5 If we request, you will make direct payments for **claims** or potential **claims** within the deductible to us or to other parties.
- 2.6 There is no deductible payable by you if **damages** or **claims expenses** are paid pursuant to Part B of this policy.

3. REIMBURSEMENT

- 3.1 We may pay **damages** or **claims expenses** in excess of the limit of liability or within the deductible and you will repay such amounts to us on demand.
- 3.2 If you are not entitled to coverage for a **claim** because of any term, exclusion or breach of a condition of this policy and we pay **damages** or **claims expenses** on behalf of you or any other **Insured** pursuant to this policy, you will reimburse us for all such amounts.
- 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.
- 3.4 If we pay **damages** or **claims expenses** on behalf of you or any other **Insured** pursuant to Part B of this policy:
 - 3.4.1 the **Individual Insured** will reimburse us for all such amounts; and
 - 3.4.2 if any other **Insured** received a benefit from the **error**, that **Insured** will reimburse us for the portion of the **damages** paid that is commensurate with the amount of the benefit.
- 3.5 If we pay on behalf of two or more of you pursuant to Condition 3.1, 3.2, 3.3 or 3.4, your liability to us will be joint and several.

4. NOTICE OF CLAIM OR SUIT

- 4.1 If you become aware of an **error** or any circumstance which could reasonably be expected to be the basis of a **claim**, however unmeritorious, you will give written notice, along with the fullest information obtainable, as soon as practicable, during the **policy period** to:

Lawyers Insurance Fund
5th Floor, 845 Cambie Street
Vancouver, BC V6B 4Z9
Attention: Susan I. Forbes, QC, Director of Insurance
Fax: 604-682-5842

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- 4.2 If a **claim** is made or suit is brought against you, you will forward immediately to us every demand, writ of summons or other process with the fullest information obtainable.
- 4.3 We may deem notice of an **error, claim** or potential **claim** given by a third party to be notice given by you.

5. ASSISTANCE AND COOPERATION

- 5.1 You will cooperate with us and with any counsel we retain and assist us in investigating coverage for and the facts and circumstances of **claims** and potential **claims**, in efforts to repair **errors**, in making settlements and in the conduct of suits. Upon request, you will also:
 - 5.1.1 give written statements to and meet with us or any counsel we retain for the purpose of determining coverage;
 - 5.1.2 provide information and documents as necessary to investigate and defend any **claim** or potential **claim**;
 - 5.1.3 submit to examination and interview by us or any counsel we retain, under oath if we request;
 - 5.1.4 attend hearings, examinations for discovery and trial;
 - 5.1.5 assist in securing and giving evidence, including obtaining the attendance of witnesses in the conduct of suits; and
 - 5.1.6 assist in effecting all rights of indemnity, contribution or apportionment available to you or us;all without cost to us.
- 5.2 You will notify us immediately of any settlement offer made on any **claim** or potential **claim**.
- 5.3 You will not, except at your own cost, admit liability, make any payment, settle a **claim** or potential **claim**, assume any obligation, directly or indirectly assist in making or proving a **claim** against you, take any other action that might prejudice our ability to avoid or minimize any **damages**, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur any expenses without our prior written consent.
- 5.4 We shall be entitled to disclose such information as we deem appropriate to third party auditors, reinsurers, excess and Law Society insurers, and to the **Law Society** pursuant to the **Confidentiality Protocol**.

INSURANCE POLICIES

6. INNOCENT ADDITIONAL INSURED

6.1 Whenever coverage under Part A of this policy would be excluded, suspended or lost because of:

6.1.1 the application of Exclusion 1 or 2 to you; or

6.1.2 the failure to give timely notice in accordance with Condition 4;

we shall cover each **Additional Insured** who did not personally commit, participate in committing, acquiesce in or remain passive after having personal knowledge of the act or **error** which is the subject of the Exclusion or the breach of Condition 4 and provided that those **Additional Insureds** who are entitled to the benefit of this Condition comply with all conditions promptly and were **members** at the time of the act or **error**.

6.2 Condition 6.1 does not apply if the act or **error** which is the subject of Exclusion 1 or 2 is an **error** for the purposes of Part B of this policy.

6.3 Where Exclusion 6.2 applies to a **claim** because, individually or collectively, directly or indirectly, the acquisition by you or your **family** of effective management or control or beneficial ownership greater than 10% of an **organization**:

6.3.1 occurred after the time of the **error**; and

6.3.2 was not related in any way to the legal services giving rise to the **error**;

then, pursuant to the terms of this policy, we shall cover your partners who were **members** at the time of the **error**, or the **law firm** employing you (excluding any **law corporation** wholly owned by you or your **family**) at the time of the **error**.

7. CONFLICTS

In any **claim** or suit in which we provide a defence under a reservation of rights or where our interests may be in conflict with yours, each party will have the right to obtain advice from counsel other than counsel we appoint to defend you. In this event, each party will bear its own costs for such advice.

8. ARBITRATION OR MEDIATION

We shall be entitled to exercise all your rights in the choice of arbitrators or mediators and in the conduct of any arbitration or mediation proceeding involving a **claim** covered by this policy.

9. OTHER INSURANCE OR RECOURSE

9.1 This insurance is excess over any other valid and collectible insurance, or right of indemnity, whether primary, contributing, contingent or otherwise, and we will not pay any loss or **claim** until such insurance or recourse is exhausted.

INSURANCE POLICIES

- 9.2 Condition 9.1 does not apply to insurance specifically arranged to apply as excess insurance over the insurance provided by this policy.
- 9.3 If you or any non-**member** lawyer practising in your law firm has lawyers professional liability insurance (other than insurance specifically arranged to apply as excess insurance over the insurance provided by this or any other Canadian jurisdiction's policy) under another Canadian jurisdiction's policy (or Canadian jurisdictions' policies) that applies to a **claim** covered by this policy, the total amount of insurance provided under these policies, together, will not exceed the total value of the **claim** or the most that is available under either (any one) of these policies alone, whichever is less. The decision as to which of these policies shall respond, or as to any allocation between (or amongst) the policies, shall be made by us together with the other Canadian jurisdiction, and you agree to be bound by the decision. For clarity, a **Reciprocal Jurisdiction** is also a Canadian jurisdiction.
- 9.4 To further clarify the intent and effect of the definition of **damages** under Part B, if the **Insured, claimant** or any other party at interest in any loss covered by Part B of this policy has any bond, right of indemnity, insurance or recourse to any other source of recovery including set-offs whether legal or equitable, which would cover such loss in whole or in part in the absence of this policy, this policy shall be null and void to the extent of the amount of such other bond, right of indemnity, insurance or recourse to any other source of recovery including set-offs whether legal or equitable; but this policy shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount of such other bond, right of indemnity, insurance or recourse to any other source of recovery including set-offs whether legal or equitable.

10. ACTION AGAINST US

No action will lie against us unless, as a condition precedent, you have complied with all the terms of this policy, and until the amount of your obligation to pay has been finally determined either by judgment against you after actual trial or by binding arbitration ruling or by written agreement between you, the **claimant** and us. Neither you nor any other person shall have any right to join us in any proceeding against you.

11. INSOLVENCY, BANKRUPTCY, INCAPACITY OR DEATH

Your insolvency, bankruptcy, incapacity or death will not relieve us or you or your estate of any of our respective obligations under this policy.

12. SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery against any person or **organization** and you will do whatever is necessary to secure such rights. You will do nothing after loss to prejudice such rights, and shall reasonably cooperate with us.

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13. CHANGES

Nothing will effect a waiver or a change in any part of this policy or estop us from asserting any right under this policy, nor will the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by our authorized officer.

14. ASSIGNMENT

Your interest in this policy is not assignable.

15. RELEASE OF COVERAGE

We may, in our sole discretion, agree to allow you to assume all of our responsibilities and obligations under this policy and in so doing you shall release us from all such responsibilities and obligations.

16. INSURANCE FEE ADJUSTMENT

16.1 If you become insured during the **policy period**, the insurance fee payable will be determined by the **Law Society** and us on a *pro rata* basis.

16.2 If, during the **policy period**, you cease to be a **member** or you are exempted from this compulsory professional liability insurance plan, the insurance fee will be adjusted by the **Law Society** and us on a short-rate basis.

16.3 If you are suspended or disbarred, the insurance fee will be deemed to be fully earned and will not be the subject of adjustment.

17. CANCELLATION OF POLICY

17.1 This policy may be cancelled by the **Law Society** on your behalf by giving us written notice stating when after the notice the cancellation shall be effective.

17.2 This policy may be cancelled by us by giving the **Law Society** not less than 30 days written notice of such cancellation.

17.3 If we cancel this policy, earned insurance fees will be computed on a *pro rata* basis.

18. APPLICABLE LAW

This policy will be exclusively governed by and interpreted in accordance with the laws of British Columbia and any applicable federal laws of Canada, and all disputes arising out of or in connection with this policy, and all **claims** seeking **damages** which would be covered under Part B of this policy, shall be submitted to and be subject to the exclusive jurisdiction of the Courts of British Columbia.

INSURANCE POLICIES

19. CURRENCY

The deductibles and limits are expressed in Canadian currency.

20. TERRITORY

This policy applies to **errors** occurring anywhere in the world.

IN WITNESS WHEREOF, we have caused this policy to be executed.

LSBC Captive Insurance Company Ltd.



Susan I. Forbes, QC, Secretary