

LIBERTY MUTUAL INSURANCE

LAWYERS PROFESSIONAL LIABILITY INSURANCE



Lawyers Professional Liability Declarations

ITEM I: NAMED INSURED

Legal Aid Ontario

ITEM II: NAMED INSURED'S ADDRESS

Atrium on Bay, 20 Dundas St W, Suite 730
Toronto, ON M5G 2H1

ITEM III: POLICY PERIOD

THIS IS A CLAIMS MADE POLICY. This policy covers only claims first made against an Insured and reported to the Company during the Policy Period. Please read the attached policy terms carefully.

- (A) From 12:01 a.m. August 1, 2024
(B) To 12:01 a.m. August 1, 2025
Both local time at the address shown in Item II

ITEM IV: LIMIT OF LIABILITY

- (A) Each **Claim** \$2,000,000
(B) Aggregate per **policy period** \$2,000,000

ITEM V: DEDUCTIBLE

Deductible \$5,000

ITEM V: RETROACTIVE DATE

Retroactive Date N/A

ITEM VII: ENDORSEMENTS

Policy Number: PLTO302818021
Renewal of: PLTO302818020



Endorsement(s): 1-10

ITEM VIII: PREMIUM

Annual Premium: \$ 151,603

This Policy (consisting of this declaration, the applicable application, the attached Policy terms and the endorsement(s) referred to in Item VII) is valid only if, in addition to the facsimile signature of the President of Liberty Mutual Insurance Company, it is dated and signed below by a duly authorized representative of Liberty Mutual Insurance Company.

MDias

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date

LIBERTY LAWYERS PROFESSIONAL LIABILITY INSURANCE

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Liberty Mutual Insurance Company's insurance business in Canada.

Lawyers Professional Liability

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

In reliance upon the statements made and information furnished in the Application and any attachments or supporting materials, including all agreements and representations, all of which is deemed to be made a part hereof, and in consideration of the payment of premium, the undertaking by the **Named Insured** to pay the Deductible stated in Item V of the Declarations and subject to the Limit of Liability stated in Item IV of the Declarations and the Exclusions, Conditions and other terms of this Policy, the Company agrees with the **Named Insured** as follows:

INSURING AGREEMENTS

(1) COVERAGE

To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of any **Claim** or **Claims**, including **Claim(s)** for **Personal Injury**, first made against the **Insured** and reported to the Company during the **Policy Period** or extended reporting period, arising out of any act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others in the **Insured's** capacity as a lawyer, fiduciary or Notary Public, or Community Legal Worker, and caused by the **Insured** or any other person for whose acts, errors or omissions the **Insured** is legally responsible, except as excluded or limited by the terms, conditions and exclusions of this Policy.

(2) DEFENSE COSTS, CHARGES AND EXPENSES

With respect to such coverage as is afforded hereunder and, as part of and subject to the Limit of Liability, the Company shall:

- (a) have the right to appoint counsel and the duty to defend any covered suit or **Claim** against the **Insured** alleging a **Wrongful Act** and seeking **Damages** which are or may be payable under the terms of the Policy whether such suit or **Claim** is groundless, false or fraudulent.
- (b) reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Company's request.
- (c) pay premium on appeal bonds; but only for bond amounts within the applicable limit of insurance, required in any action or suit brought against the **Insured** alleging a **Wrongful Act** but without any obligation to apply for or furnish any such bonds.

- (d) have the right to make such investigation and negotiation it deems expedient and, with written consent of the **Insured**, make any settlement of any **Claim** afforded coverage hereunder.

The Company shall not be obligated to pay any **Claim**, judgment, award or **Claims Expenses**, or to undertake or continue defence of any suit or proceeding after the applicable limit of the Company's liability has been exhausted by payment of judgments, awards, settlements, or **Claims Expenses** or after deposit of the applicable limit of the Company's liability in a court of competent jurisdiction, and that in such a case, the Company shall have the right to withdraw from further defence by tendering control of said defence to the **Insured**.

EXCLUSIONS

- (3) THIS POLICY DOES NOT APPLY TO:
- (a) any **Claim** based upon or arising out of any act, error, omission or breach of professional duty which at the inception date of this insurance, any **Insured**:
- (i) had knowledge, and/or;
- (ii) had a basis to believe was a breach of professional duty and/or is likely to give rise to a **Claim**;
- (b) any **Claim** based upon or arising out of any prior or pending litigation at the inception date of this Policy;
- (c) any **Claim** based upon or arising out of any criminal act, error or omission of any **Insured**;
- (d) any **Claim** based upon or arising out of any dishonest, fraudulent or malicious act, error or omission of any **Insured** committed with actual dishonest, fraudulent, or malicious purpose or intent. However, notwithstanding the foregoing, the Company shall defend any and all **“Personal Injury” Claims**;
- (e) any **Claim** based upon or arising out of bodily injury, sickness, disease or death of any person; or to destruction, in whole or in part, of any tangible property including the loss of use thereof;

- (f) any **Claim** based upon or arising out of any loss sustained by an **Insured** as a beneficiary or distributee of any trust or estate;
- (g) any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any insured or in which any insured is a partner, or employee (except where he is an employee solely by virtue of having been retained to perform legal services) or which is directly or indirectly controlled, operated, or managed by any insured in a non-fiduciary capacity;
- (h) any **Claim** based upon or arising out of punitive damages, exemplary damages or any damages imposed as a punishment of the party against whom such damages are awarded, whether such damages are awarded as a result of the conduct of the party against whom such damages are imposed, or vicariously for the acts of others for which the party against whom such damages are awarded is held responsible;
- (i) any **Claim** based upon or brought by any person or entity which is an **Insured** within the definition of this Policy;
- (j) any **Claim** based upon or arising out of bodily injury, property damage, and clean up costs imposed upon an **Insured** by authority pursuant to statute, arising out of or in connection with the discharge, dispersal, release or escape or seepage of smoke, vapors, soot, fumes, acids, alkalis, toxic substances, waste materials, oil, petroleum substance or derivatives (including any oil, refuse or oil mixed with waste), or other irritants, contaminants, or pollutants, into or upon land, the atmosphere, or any watercourse or body of water, bog, marsh, swamp or wet land, and including but not limited to the ground water, the subsoil or anything contained therein, whether the **Insured** is alleged to be the actual polluter or not;
- (k) any **Claim** based upon or arising out of:
 - (i) goods or products composed in whole or in part of asbestos or asbestos related material(s), regardless of whether such goods or products are manufactured, sold, handled, maintained, repaired, removed, disposed of, transported, distributed, installed by, or in any way connected with the **Insured** or other person or entity trading under his, her or its name; or

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- (ii) any storage device, container, wrapping, packaging, warehouse, building or other structure of any kind, or any part thereof, composed in whole or in part of asbestos or asbestos related material(s); or
 - (iii) any goods or products which are damaged, contaminated or otherwise affected by asbestos related material(s); or
 - (iv) health hazard (including the clean-up, repair, or any other corrective measures voluntarily undertaken or required by any governmental body or other entity to eliminate such health hazard) occasioned by the existence of asbestos within the land and/or building(s) which are either owned, leased, or otherwise controlled by the **Insured**;
- (l) any **Claim** based upon or arising out of any injury, sickness, disease, death, destruction or property damage caused by (a) exposure to **Radioactivity** or to any **Nuclear Material**, or (b) the operation of any **Nuclear Facility**.

As used in this Exclusion:

- (i) "**Radioactivity**" means the spontaneous emission of ionizing radiation, either directly from unstable atomic nuclei as a consequence of a nuclear reaction, and the radiation so emitted, including but not limited to, alpha particles, nucleons, electrons, and gamma rays;
- (ii) "**Nuclear Material**" means any material, regardless of its state, that spontaneously emits **Radioactivity**, irrespective of its use or source, including but not limited to, (a) materials which are defined as "source material", "special nuclear material" and "byproduct material", as defined in the Atomic Act of 1953, (b) nuclear fuel, including spent nuclear fuel, and (c) nuclear waste materials of any kind whatsoever;
- (iii) "**Nuclear Facility**" means:
 - (a) any nuclear reactor, as defined below;
 - (b) any equipment or device designed or used for separating radioactive isotopes, processing or utilizing nuclear fuel or in any way handling, processing or packaging any **Nuclear Material**;
 - (c) any structure, container, excavation, premises or places, prepared or used for the storage, disposal, processing or use of any **Nuclear Material**, including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- (iv) "**Nuclear Reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable materials.

DEFINITIONS

(4) WHEREVER USED IN THIS POLICY

- (a) "**Claim**" means any written or verbal notice of an intention to seek **Damages** from an **Insured**.
- (b) "**Claims Expenses**" means fees charged by a lawyer(s) designated by the Company; and all other fees, costs and expenses resulting from the investigation, adjustment, defense, and appeal of a **Claim** incurred by the Company; but, "**Claims Expenses**" does not include salary charges of regular employees of either the Company or **Insured**.
- (c) "**Damages**" means compensatory amounts only and does not include fines or penalties imposed by law or otherwise nor the return of or restitution of fees or charges for **Professional Services** rendered.
- (d) "**Fiduciary**" means an **Insured's** capacity as an administrator, conservator, executor, guardian, trustee, receiver, escrow agent or any similar capacity.
- (e) "**Insured**" means:
- (i) an individual designated as **Named Insured**, but only with respect to the conduct of a law practice of which the individual is the sole proprietor;
 - (ii) a partnership, designated as **Named Insured** and any lawyers who are partners thereof including any incorporated partners;
 - (iii) Professional Corporation or Professional Association, designated as **Named Insured**, and any lawyers who are stockholders or members thereof and any other employee of the Named Insured whilst acting within the scope of their duties;

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- (iv) any lawyer acting as “of counsel”, but only while performing services on behalf of; any employed lawyer or any other employee of the **Named Insured**;
 - (v) any person who previously qualified as an **Insured** under (i), (ii) or (iv) above prior to the termination of the required relationship with the **Named Insured**, but only for **Professional Services** rendered prior to the termination of such relationship;
 - (vi) any partnership, Professional Corporation or Professional Association of which the **Named Insured** is either the successor or predecessor;
 - (vii) any lawyer who during the **Policy Period** becomes a partner, member, stockholder or employee of the **Named Insured**;
 - (viii) the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured**’s death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.
- (f) **"Named Insured"** means the **Named Insured** designated in Item I of the Declarations.
- (g) **"Personal Injury"** means:
- (i) false arrest, humiliation, mental illness or emotional distress detention or imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy, or malicious prosecution;
 - (ii) the publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual’s right of privacy.
- (h) **"Policy Period"** means the period of time stated in the Declarations or any lesser period in the event of cancellation of this Policy.
- (i) **"Retroactive Date"** means coverage afforded by this Policy applies on the basis of **Claims** which are first made against the **Insured** during the **Policy Period** provided that such **Claim** arises out of an act, error, omission or breach of duty committed or alleged to have been committed on or after the date stated in Item VI of the Declarations.

- (j) **"Wrongful Act"** means any act, error, omission or breach of duty committed within the scope of **Professional Services**.

GENERAL CONDITIONS

(5) LIMIT OF LIABILITY

The total limit of the Company's liability for all **Claims** for **Damages** during the **Policy Period**, and any extension thereof as provided for herein, shall never exceed the amount stated in the Declarations at Item IV(B) as "Aggregate per **Policy Period**". The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of suits by more than one person or organization, shall not operate to increase the limit of the Company's liability.

Amounts payable by virtue of "Defense Costs, Charges and Expenses" are part of and subject to the Limit of Liability stated in Item IV of the Declarations.

If several **Claims** arise out of the same or related **Wrongful Act** they shall be deemed to be a single **Claim** and shall apply against the **Policy Period** during which the first of such **Claims** was both first made against the **Insured** and reported in writing to the Company or, if the **Insured** has previously given written notice to the Company of a circumstance which subsequently gives rise to the **Claim** or **Claims**, the **Policy Period** during which such circumstance was notified.

The Company's Limit of Liability shall be excess of the Deductible as stated in the Declarations in respect of any **Claim** or **Claims** afforded coverage, and are subject to the Limit of Liability, Policy Aggregate, as stated in the Declarations.

If two or more policies of Lawyers Professional Liability Insurance issued by the Company covering any **Insured**, as defined in Definition (4)(b) of this Policy, apply to the same **Claim** or **Claims** for which the Company's **Insureds** are jointly and severally liable, the Company shall not be liable under this Policy for a greater proportion of such loss and **Claims Expenses** than the Company's liability under this Policy bears to the total liability of the Company under all applicable valid and collectible insurance issued by the Company, provided that the Company shall not pay on behalf of all such **Insureds** any sums that exceeds the Limit of Liability of that Policy issued by the Company which has the highest applicable Limit of Liability.

(6) DEDUCTIBLE

The **Named Insured** is first liable for the Deductible amount as stated in Item V of the Declarations in respect of each single **Claim** for **Damages** hereunder including amounts payable by virtue of "Defense Costs, Charges and Expenses".

(7) INNOCENT INSURED

Whenever coverage under this Policy would be excluded, suspended or lost:

- (i) because of any exclusion relating to criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, and
- (ii) because of noncompliance with any condition relating to the giving of notice to the Company with respect to which any other **Insured** shall be in default solely because of the default or concealment of such default by one or more **Insureds** responsible for the loss or damage otherwise insured hereunder;

The Company agrees that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to each and every **Insured** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in any such exclusion; provided that if the condition be one with which such **Insured** can comply, after receiving knowledge thereof, the **Insured** entitled to the benefit of this Condition (7) shall comply with such condition promptly after obtaining knowledge of the failure of any other Insured to comply therewith.

With respect to this provision, the Company's obligation to pay in such event shall be in excess of the Deductible and in excess of the full extent of any assets of any **Insured** to whom the exclusion applies.

(8) CHANGE IN MEMBERSHIP

Any additions or deletions during the **Policy Period** to or from the list of attorneys in the application of this Policy shall not affect the validity of this insurance but shall be reported to the Company promptly and in no event later than the next anniversary date of this Policy.

(9) INSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT

In the event any **Claim** is made or suit is brought against an **Insured**, the **Insured** shall give immediate notice in writing, to Liberty Mutual Canada, Bay-Wellington Tower, Brookfield Place, 181 Bay Street, Suite 1000, P.O. Box 744, Toronto, Ontario M5J 2T3, and the **Insured** shall cooperate fully and promptly with the Company and its representatives.

(10) SETTLEMENT

If the **Insured** refuses to consent to any settlement or compromise recommended by the Company and elects to contest the **Claim**, suit or proceeding, then the Company's liability shall not exceed the amount for which the Company would have been liable for **Damages** and **Claims Expenses** if the **Claim** or suit or proceeding had been so settled or compromised, when and as so recommended, and the Company shall have no liability for **Claims Expenses** accruing thereafter and the Company shall have the right to withdraw from the further defence thereof by tendering control of said defence to the **Insured**.

(11) OTHER INSURANCE

If any other insurance Policy(ies) covers a **Claim** or any amount of a **Claim** which would, but for this paragraph, be covered by this Policy, then this Policy shall cover the **Claim** (subject to the terms, exclusions and conditions of this Policy), to and only to the extent in excess of the coverage provided by such other insurance Policy(ies) (regardless of whether they are stated to be primary, umbrella, contributory, excess or otherwise) provided that the limitation in this Condition 11 shall not apply to an insurance Policy(ies) that expressly refers to this Policy and that is specifically written as excess to the limit of this Policy.

(12) POLICY TERRITORY

This Policy only applies to **Wrongful Acts** committed by the **Named Insured** anywhere in the world provided that suit is brought against the **Insured** in Canada or the United States of America, its territories or possessions.

(13) DISCOVERY

If during the **Policy Period** the **Insured** shall become aware of any occurrence which may reasonably be expected to give rise to a **Claim** against the **Insured** for any act, error or omission which first occurred during or prior to the **Policy Period**, and provided the **Insured** gives written notice to the Company of the nature of the occurrence and specifics of the possible act, error or omission, any **Claim** which is subsequently made against the **Insured** arising out of such act, error or omission shall be treated as a claim made during the **Policy Period**.

(14) EXTENDED REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy by either the **Named Insured** or the Company, the **Named Insured** shall have the right, upon payment of an appropriate additional premium within 30 days of such termination, to have issued an endorsement providing an extended reporting period for **Claims** first made against the **Insured** and reported to the Company after the termination of the **Policy Period** arising out of any act, error or omission occurring prior to the termination of the **Policy Period** and otherwise covered by this Policy.

The appropriate additional premium and corresponding extended reporting period shall be, at the option of the **Named Insured**, either:

- (i) for 75% of the **Named Insured's** last annual premium a 1 year extended reporting period; or
- (ii) for 125% of the **Named Insured's** last annual premium a 2 year extended reporting period.

(15) ARBITRATION

The Company shall be entitled to exercise all **Insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding involving a **Claim** covered by this Policy.

(16) SUBROGATION

The Company shall not subrogate against any **Insured** hereunder unless the said **Insured** shall have committed active and deliberate fraud or dishonesty with actual fraudulent or dishonest purpose and intent in relation to matters the subject of a **Claim** hereunder.

(17) ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, insolvent or bankrupt, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

(18) REIMBURSEMENT

If the Company has paid any amount in settlement or satisfaction of **Claims** or judgments or **Claims Expenses** in excess of the applicable Limit of Liability or within the amount of the applicable Deductible, the **Named Insured** shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company promptly.

(19) AUDIT

The Company may examine and audit the **Named Insured's** books and records at anytime during the **Policy Period** and within three (3) years after the final termination of this Policy, as far as they relate to the subject matter of this Policy.

(20) CHANGES

Notice to any agent, broker or representative or knowledge possessed by any agent, broker, representative or any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of the Policy; nor shall the terms of the Policy be waived or changed, except by endorsements issued by an authorized representative to form a part of this Policy.

(21) NOTICE OF CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company mailing to the **Named Insured** at the address shown in this Policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. However, if the **Named Insured** has failed to pay a premium when due or has failed, after demand, to reimburse the Company such amounts as the Company had paid in settlement or satisfaction of **Claims** or judgment or for **Claims Expenses** in excess of the applicable limit of the Company's liability or within the amount of the applicable Deductible, this Policy may be cancelled by the Company by mailing a written notice of cancellation to the **Named Insured** at the address shown in this Policy stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, the short rate cancellation of the annual premium will be charged to the **Named Insured**. If the Company cancels, the computed pro rata cancellation of the annual premium will be charged to the **Named Insured**.

(22) CURRENCY CLAUSE

All limits of insurance, premium and other amounts as expressed in this Policy are in Canadian Currency, unless expressly indicated otherwise.

(23) IRREVOCABLE AGENT

The **Named Insured** shall be deemed the sole and irrevocable agent of each and every **Insured** under this Policy for the purpose of:

- (a) giving instructions to or agreeing with the Company for alternations of the Policy wording;
- (b) making or receiving payments of premiums and adjustments of premiums;
- (c) receiving from the Company notice of cancellation of coverage for any other **Insured**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



President



Secretary

Endorsement No. 1

ADDITIONAL NAMED INSURED

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

Item I: **Named Insured**, of the Declarations of this Policy shall read as follows:

ITEM I: NAMED INSURED

Legal Aid Ontario and / or,
Each member of the Legal Aid Ontario and/ or,
Each member of the Clinic Funding Staff of Legal Aid Ontario and/or,
Each Independent Community based Legal Clinic funded by the Legal Aid Ontario and/
or,
Each Board of Directors (and each member of such Board) of Independent community-
based Legal Clinics and/ or,
Any person or persons providing legal advice, legal information, or legal assistance to, in
or on behalf of independent community-based Legal Clinics and/ or,
The staff of the Clinic Resource Office and/ or,
Nishnawbe-Aski Legal Services Corporation
Black Legal Action Centre
Association of Community Clinics of Ontario (ACLCO)



ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MDias.

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date

Endorsement No. 2

COVERAGE EXTENSIONS

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

The Policy is extended to pay on behalf of the **Insured** sums which the **Insured** is legally obligated to pay as **Damages** as a result of circumstances described in a **Claim** because of injury sustained by any person or organization arising out of:

- (a) libel, slander or other disparaging comments or statements relating to persons, services or products; or
- (b) any infringement of copyright, trademark, trade name, service mark, service name or trade secrets; or
- (c) plagiarism, breach of confidentiality, unfair competition, idea, misappropriation or unjust enrichment arising out of the exploitation by the **Insured** of both the idea and labour of someone other than employee; or
- (d) any interference with the right of privacy or publicity, including intrusion, unwarranted or wrongful publicity, public disclosure or private facts, false light or the unlawful use of names or likeness for profit; or
- (e) unfair competition by means of the invasion, reproduction, misuse, misappropriation, or infringement of literary, artistic or musical property rights of another; or
- (f) breach of any written agreement entered into by the **Insured** to obtain literary, artistic, musical, performance, transmission, retransmission or publicity rights to produce or present advertising;

committed or alleged to have been committed during the **Policy Period** and arising out of the **Professional Services** as provided by the **Named Insured**.



ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MDias.

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date



Endorsement No. 3

CLAUSE 24 GENERAL CONDITIONS – CO-OPERATION OF THE INSURED

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

The following is added as Clause 24 of the General Conditions of the Policy:

(24) Co-Operation of the **Insured**:

The **Insured** must co-operate with the Insurer and, at the request of the Insurer, assist to effect settlement, forward proceedings, attend hearings and trial, assist in securing and giving evidence and in obtaining the attendance of witnesses.

The **Insured** shall not admit liability or make any voluntary payment or settlement, assume any obligation or incur any expense without the prior written consent of the Insurer, such consent not being unreasonably withheld.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MDias.

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

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Endorsement No. 4

LIMIT OF LIABILITY INCREASED- [REDACTED]

(Contract Specific)

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MDias

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date



Endorsement No. 5

INSURING AGREEMENT AMENDED

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

Paragraph (1), COVERAGE, of the **INSURING AGREEMENTS** section of this Policy is deleted and replaced with the following:

(1) COVERAGE

To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of any **Claim** or **Claims**, including **Claim(s)** for **Personal Injury**, first made against the **Insured** and reported to the Company during the **Policy Period** or extended reporting period, arising out of any act, error or omission of the **Insured** in rendering or failing to render **Professional Services**, and caused by the **Insured** or any other person for whose acts, errors or omissions the **Insured** is legally responsible, except as excluded or limited by the terms, conditions and exclusions of this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date

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Endorsement No. 6

NOTICE OF MEMBERSHIP IN LIBERTY MUTUAL HOLDING COMPANY INC.

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

While this Policy is in effect, the **Named Insured** first named in the Declarations is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is in Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

The **Named Insured** first named in the Declarations shall participate in the distribution of any dividends declared by us for this Policy. The amount of such **Named Insured's** participation is determined by the decision of Liberty Mutual Holding Company Board of Directors in compliance with any laws that apply.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

UMias.

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date



Endorsement No. 7

DESIGNATED ENTITY EXCLUSION

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MDias

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date



Endorsement No. 8

Professional Services Definition

Effective Date: August 1, 2024
Policy Number: PLTO302818021
Issued to: Legal Aid Ontario
By: Liberty Mutual Insurance Company

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

Paragraph 4 is amended to include the following:

Professional Services means services performed for others by an **Insured** while acting in their capacity as a licensed lawyer, licensed paralegal, fiduciary or Notary Public, Community Legal Worker, or law school summer students.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MDias

Authorized Representative of Liberty Mutual Insurance Company

September 20, 2024

Date