



## SUBSCRIPTION AMENDING AGREEMENT<sup>1</sup>

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*BETWEEN:*

**LAWYERS' PROFESSIONAL INDEMNITY COMPANY,**  
an Ontario corporation registered and licensed to carry on  
business in various Canadian jurisdictions (“**LAWPRO**”)

– and –

**THE LAWYER(S) NAMED IN SCHEDULE “A” ANNEXED HERETO**  
who are partners of or employed by the Firm  
(with each of said lawyers being individually referred to as the “**Lawyer**”  
and with the Firm and each Lawyer being collectively referred to as the “**Subscriber**”)

**WHEREAS** the Firm (as defined in Schedule “A” herein) has entered a Subscription Agreement (being referred to as the “**Agreement**”) on the date(s) set out in Schedule “A” herein;

**AND WHEREAS** the Firm wishes to add one or more lawyers to Schedule “A” to the Agreement;

**AND WHEREAS** the Lawyer(s) signing on Schedule “A” herein acknowledge having reviewed the Agreement and wish to be added to the Agreement as a Lawyer and a Subscriber as defined therein;

**NOW THEREFORE** in consideration of the sum of Ten (\$10.00) Dollars and for other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The recitals set forth above are acknowledged by the party making same to be true both in substance and in fact.
2. The Lawyer(s) named and signing on Schedule “A” herein are hereby added as parties to the Agreement and agree to comply with all terms and provisions of the Agreement.
3. The parties acknowledge that where the Agreement refers to processing fees, they are processing fees that a third party technology company charges the LAWPRO Subscriber for use of the Website, whether used by the Subscriber directly or by LAWPRO on the Subscriber’s behalf. LAWPRO invoices for and collects this processing fee as agent on behalf of the third party technology company.

---

<sup>1</sup> Applicable in British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador.

*IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.*

**LAWYERS' PROFESSIONAL INDEMNITY COMPANY**

**Per:**

\_\_\_\_\_  
Kathleen A. Waters, President & C.E.O.

\_\_\_\_\_  
Lisa M. Weinstein, Vice-President, TitlePLUS

\_\_\_\_\_ (the "Firm")  
(Insert firm name)

**Per:**  
\_\_\_\_\_

© 2017 Lawyers' Professional Indemnity Company  
® Registered trademarks of Lawyers' Professional Indemnity Company.  
(July 2017 – National Version)

**SCHEDULE "A"**

**LAWYERS – PARTIES TO AGREEMENT**

Each Lawyer signing this Agreement as a party, on an individual, personal basis:

- (a) warrants and represents to LAWPRO that neither individually nor as part of a law firm or other entity where he/she undertook real estate conveyancing has he/she been advised, learned or deduced, directly or indirectly, that any title insurer currently or in the past licensed to issue title insurance policies in Canada or any province or territory thereof (a "Title Insurer") will not accept further policy applications (i) from him/her, or (ii) where he/she is providing a certificate of title;
- (b) consents to LAWPRO in its sole discretion, before or after entering this Agreement, requesting and obtaining information (including, if relevant, personal information of the Lawyer) from any Title Insurer from time to time (i) confirming the foregoing warranty and representation, and/or (ii) regarding the number and type of claims received, on a statistical basis, that have resulted from the Lawyer's past policy applications to the Title Insurer;
- (c) warrants and represents to LAWPRO that he/she has never been involved in an errors & omissions claim unless he/she has so indicated below and completed Schedule "B" to this Agreement, in which case he/she further warrants and represents that he/she has provided complete disclosure of all details of all such claims;
- (d) consents to LAWPRO in its sole discretion, before or after entering this Agreement, requesting and obtaining information (including, if relevant, personal information of the Lawyer) from any Errors & Omissions Insurer from time to time confirming the foregoing warranties and representations;
- (e) acknowledges that the information received by LAWPRO pursuant to the above-noted inquiries may result in LAWPRO in its sole discretion declining the Lawyer's request to be a Subscriber and/or revoking the licence granted in this Agreement, in addition to any other rights that LAWPRO may have under this Agreement; and
- (f) acknowledges having received a copy of the LAWPRO Personal Information Statement for Canadian Lawyers and consents to the collection, use and disclosure of personal information as set out in such Statement.

Name/email address of Lawyer (Please print)	Check if you do NOT wish to receive referrals <sup>2</sup>	Have you ever been involved in an Errors & Omissions Claim or bankruptcy proceeding	Law Society ID No.	Signature (both as to this Subscription Agreement and Schedules)
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule "B"		<i>Please sign here:</i>
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule "B"		
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule "B"		
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule "B"		
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule "B"		

(cont'd...)

<sup>2</sup> LAWPRO cannot guarantee the number of referrals, if any, that any individual Lawyer will receive.

**SCHEDULE "A"**

(continued)

**Please print:**

**The Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Date Subscription Agreement Signed:** \_\_\_\_\_

**Authorized Staff-Members**

If you wish, you may list the names of your staff members who are authorized to communicate with LAWPRO regarding TitlePLUS applications. This is optional, but may reduce our need to contact Subscribers directly for authorization. This list may be updated verbally or in writing by the Subscriber as necessary.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**SCHEDULE "B"**

**DISCLOSURE OF ERRORS & OMISSIONS CLAIMS HISTORY**

NOTE: This Schedule must be completed by each Lawyer that has ever been involved in an errors & omissions claim or bankruptcy proceeding. Attach additional sheets if necessary.

Name of Lawyer: \_\_\_\_\_

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

Name of Lawyer: \_\_\_\_\_

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

Name of Lawyer: \_\_\_\_\_

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

Name of Lawyer: \_\_\_\_\_

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.



Lawyers' Professional Indemnity Company  
Assurance LAWPRO®

## LAWPRO® Personal Information Statement for Canadian Lawyers<sup>1</sup> (Ongoing Collection, Use and Disclosure by LAWPRO of Personal Information)

Lawyers' Professional Indemnity Company ("LAWPRO") uses the information provided in the application forms for its optional insurance programs (or which may be provided verbally or in writing at other times prior to or after commencement of policy coverage) for a number of purposes fundamental to operating LAWPRO's optional insurance programs. The information may be provided by the lawyer, any Law Society/regulator where the lawyer practises, has practised or intends to practise, or by a law firm with whom the lawyer has, had or intends to have a relationship, such that the lawyer is, was or is to be named as an insured in the insurance policy of such law firm.<sup>2</sup>

All personal information provided to and/or maintained by LAWPRO is used in respect of LAWPRO optional programs, to the extent needed for the purposes stated below:

### *Optional insurance programs*

For optional insurance programs operated by LAWPRO in which the lawyer:

- participates or has participated; or
- applies to be, is, was or is to be named as an insured,

personal information may be collected, used or disclosed (as applicable) to:

- establish insurance coverage;
- determine and collect premiums and other amounts owing;
- underwrite and rate the insurance programs, including the development of statistics for underwriting and risk management purposes;
- detect and prevent fraud; or
- handle claims, including determining the extent of insurance coverage (if any) and investigating, evaluating, negotiating, litigating and/or resolving claims.

### *Risk management*

Personal information may be used to provide information to or contact the lawyer, the law firm and/or its staff regarding:

- the insurance programs and other loss control programs/initiatives operated by LAWPRO; or
- methods of reducing or managing risk associated with legal practice.

### *Passwords*

Personal information may be used to establish passwords that enable the lawyer, the law firm and/or its staff to access secure technology systems operated by LAWPRO, its partners or agents.

### *Regulatory requirements*

Personal information may be collected, used or disclosed (as applicable) by LAWPRO to:

- obtain reinsurance and comply with reporting and auditing requirements of reinsurers; or
- fulfill LAWPRO's regulatory, other legal, and accounting obligations.

In particular, in respect of LAWPRO's optional programs, LAWPRO may disclose the lawyer's personal information to the following entities from time to time:

- the Law Society/regulator of any provinces/territories in which the lawyer practises, has practised, or intends to practise,
  - to enable the Law Society/regulator to fulfill its regulatory obligation to maintain membership status records, undertake audits, and regulate the profession, insofar as the personal information relates to insurance status and transaction levy information, if applicable; or
  - to apprise the Law Society/regulator of any activities considered by LAWPRO to be dishonest or criminal or which may have had, or may have, the effect of causing serious damage as a consequence of an apparent breach of the applicable *Rules of Professional Conduct* or their equivalent, or in any circumstances that a lawyer would be mandated to report to the Law Society/regulator in respect of other lawyers pursuant to the applicable *Rules of Professional Conduct* or their applicable equivalent;
- third parties involved in a claim (including counsel, adjusters, experts, mediators and adjudicators, other insurers and any Law Society's compensation fund) reported to LAWPRO as the insurer, where the lawyer and/or the law firm is a party to the claim and to the extent disclosure of the personal information is necessary for handling of the claim;
- regulatory bodies having jurisdiction over insurance and financial service companies, to the extent they require disclosure of, or access to, personal information;
- a law firm (or its insurance representative, administrator or reciprocal, or representative or administrator thereof) where the lawyer is, has been, or intends to be a partner, associate, employee, sole practitioner, "of counsel" or in association (or officer, director or shareholder of the management company of such law firm), to the extent that the personal information is relevant to any optional insurance coverage of such law firm in which the lawyer is, was or is to be named as an insured; or
- with respect to name and contact details only, members of the public, lenders and real estate agents seeking names of TitlePLUS<sup>®</sup> eligible lawyers, if the lawyer is a TitlePLUS eligible lawyer and has not advised LAWPRO in writing that he/she does not wish to receive referrals.

If previously, now or in the future the lawyer:

- participates or has participated; or
- applies to be, is, or is to be named as an insured,

in any optional LAWPRO program, the lawyer consents to the collection, use and disclosure of personal information as set out in this Statement. This consent is an ongoing consent in respect of the current and all future policy years for information previously, now or in the future provided to and/or maintained by LAWPRO as set out in this Statement, and binds heirs and estate trustees. If LAWPRO intends to collect, use or disclose the personal information in any manner other than as set out in this Statement in respect of the LAWPRO optional programs, it will, if required by law:

- communicate such change to this Statement by broadcast e-mail, letter or posting on the LAWPRO Website and consent to such change will be implied; or
- for use or disclosure situations unique to an individual lawyer, communicate directly with such lawyer and obtain appropriate consent.

For a copy of the most current version of the **LAWPRO Personal Information Statement for Canadian Lawyers** or the **LAWPRO Privacy Code**, please visit our website at [www.lawpro.ca/privacy](http://www.lawpro.ca/privacy) or contact our Customer Service Department at (416) 598-5899 or 1-800-410-1013, or [e-mail service@lawpro.ca](mailto:service@lawpro.ca).

<sup>®</sup> LAWPRO, TitlePLUS and the LAWPRO logo are registered trademarks of Lawyers' Professional Indemnity Company.

<sup>1</sup> Applicable to lawyers in British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland & Labrador, Yukon, Northwest Territories and Nunavut. For lawyers in Ontario and notaries/lawyers in Quebec, please consult the Personal Information Statement applicable to your province, available at [www.lawpro.ca/privacy](http://www.lawpro.ca/privacy)

<sup>2</sup> In this Statement, "law firm" includes all forms of partnerships, associations and law corporations, and includes the plural version, where applicable.