



Don't worry about minor differences in title insurance policy terms – if you choose the right policy

We know that it is important to review the coverages, exclusions and specific exceptions in title insurance policies with clients. However, with respect to standard policy coverages (provided they are not affected by any property-specific exceptions), lawyers should be aware that the nature of Legal Service Coverage in TitlePLUS policies¹ makes differences in these coverages largely irrelevant.

TitlePLUS “Legal Service Coverage” includes the following as Risk (4):

This POLICY insures you if you suffer an ACTUAL LOSS in the TRANSACTION because your lawyer:

...

(4) commits an error or omission in providing legal services for the TRANSACTION for which liability is imposed by law.

This is a broad, sweeping layer of coverage for the insureds and provides protection even regarding the lawyer's choice or recommendation of title insurance.

What does this mean? If a lawyer recommends a TitlePLUS policy and a claim is later made by the insured client that the lawyer should have recommended a different title insurance policy because some coverage in the other policy was noticeably better (and the client would not have suffered a loss if the lawyer had obtained the other policy) – the lawyer's lack of judgment would be eligible for coverage under TitlePLUS Legal Service Coverage.

In the case described above, the TitlePLUS claims team would make a determination as to whether the lawyer acted negligently in recommending TitlePLUS insurance. Even if it is concluded that the lawyer was negligent, there would be no Errors & Omissions deductible or claims history levy surcharge against the lawyer, because the matter would be handled under the TitlePLUS policy.

TitlePLUS Legal Service Coverage:

- Insures all the services the lawyer provides for the transaction, if the lawyer commits an error or omission in the transaction for which liability is imposed by law
- Means that the client cannot be worse off by obtaining TitlePLUS insurance than he or she would be if obtaining a lawyer's opinion
- Means that the client is insured for the lawyer's choice of title insurance, in the event that the lawyer chooses negligently
- Applies regarding environmental and aboriginal rights issues, to the extent liability is imposed by law

If you have any questions about the TitlePLUS policy or underwriting requirements, contact the TitlePLUS Customer Service Centre via email at titleplus@lawpro.ca or call 1-800-410-1013.



There will be no Errors & Omissions deductible or claims history levy surcharge against the lawyer



¹ Based on the sample TitlePLUS Version 2.0 policy, excluding OwnerEXPRESS[®] and Québec policies.