

Representing the snowbird client

You receive a voicemail message at your law office from a long-time client who is calling from his temporary home in Florida. He is one of many retired or semi-retired Canadians who prefer to spend extended periods of time in warmer climates over the winter months. This species of Canadians who migrate south for the winter is so common that they are given their own nickname: snowbirds.

Before returning the snowbird client's call, you should be aware that the professional services you provide to this client may not be covered under your professional liability insurance policy with LAWPRO.

Generally, the Law Society program policy provides coverage to lawyers for the performance of professional services (as defined in the policy), anywhere in Canada, where such services are performed with respect to the laws of Canada, its provinces and territories.

So, for example, if your snowbird client is calling to retain your firm to sell his Florida condo, to provide advice on a motor vehicle accident there, or on other matters, you should be aware that there would be no coverage for professional services performed with respect to U.S. law or other foreign laws. This is regardless of whether you or your firm provide this advice or service directly, or retain an American law firm on behalf of your client to do so.

If you or your law firm are qualified and provide this foreign legal advice or service, you should be sure to apply for and purchase separate insurance coverage for this otherwise uninsured exposure.

With regard to your practice of Canadian law, you should also be aware that the scope of coverage under the policy for professional services provided while you are outside of Canada is limited.

If you happen to be outside Canada while providing legal services, the territory provisions found in Part II. SPECIAL PROVISIONS A, of the policy, states that the Lawyers' Professional Indemnity Company will indemnify you with respect to the performance of

professional services where such services are performed outside of Canada, with respect to the laws of Canada, its provinces and territories, provided that:

- (a) such services occupy less than ten per cent of your docketed time or gross billings for professional services for the year; or
- (b) the claim or civil suit against you is brought in Canada, and the related issues, including liability and damages, are adjudicated on their merits in Canada pursuant to the laws of Canada, its provinces and territories, by a court in Canada.

Therefore, if you are providing legal services with respect to the laws of Canada, and are performing and docketing more than ten per cent of your professional services outside of Canada, you would not be covered by your professional liability insurance, unless the claim or civil suit is adjudicated on its merits in Canada.

