



## Q: What should I do to avoid social engineering claims and prevent the associated sublimit?

1. **Include** written instructions in a retainer or other agreement for the receipt, release, and transfer of any funds or assets.
2. **Advise** in the written retainer or other agreement that the client or another party to which you owe a duty of care should not ordinarily expect to receive any revised instructions from you or your firm for the transfer of funds or assets.
3. **Advise** in the written retainer or agreement that, should the client or another party to which you owe a duty of care receive revised instructions for the transfer of funds or assets, they should immediately contact you by way of a telephone number specified in the written retainer or other agreement.
4. **If you or your staff** receive any changes to the contact information of a client or other party to which you owe a duty of care, or any changes to established instructions for the transfer of funds or assets, you confirm those changes by either calling the client or other party to which you owe a duty of care using contact information previously confirmed to be that of the client or other party, or by meeting with the client or other party.
5. **Maintain** in writing any updated contact information for a client or other party to which you owe a duty of care, and any updated instructions for the transfer of funds or assets.

For a full description of your obligations under the policy, please see Exclusion (k) of Part III, which applies to losses arising out of or connected to Social Engineering. Nothing in this summary should be taken as limiting or altering that exclusion,

**For draft retainer language and more information on how to avoid social engineering, phishing and funds transfer frauds go to [www.practicepro.ca/socialengineering](http://www.practicepro.ca/socialengineering).** ■

## Example Social Engineering Retainer Language

While LAWPRO does not require any specific language to satisfy the requirements set out above, so long as they are generally met, the following example language can be used as a starting point for your own retainer:

### **Fraud Prevention**

*To prevent fraud and ensure the safe and accurate receipt, release, and transfer of any funds or assets, the following steps will always be taken to safeguard such assets:*

1. *We will only accept funds [or assets] from you [or additional party] by way of:*
  - a. *[Optional] Electronic funds transfer to our trust account numbered [insert number]*
  - b. *[Optional] Wire transfer to our trust account numbered [insert number]*
  - c. *[Optional] Certified cheque delivered to us at [insert delivery instructions]*
  - d. *[Optional additional method of funds or asset transfer]*
2. *We will only transfer funds [or assets] to you [or additional party] by way of:*
  - a. *[Optional] Electronic funds transfer to your account numbered [insert number]*
  - b. *[Optional] Wire transfer to your account numbered [insert number]*
  - c. *[Optional] Certified cheque delivered to you at [insert delivery instructions]*
  - d. *[Optional additional method of funds or asset transfer]*
3. *We will only release funds or assets to a third party upon receiving verbal confirmation of the transfer from you and any other party necessary to confirm the veracity of the transfer details.*
4. *You [or another party] should not expect to receive any revised instructions for the transfer of funds or assets from us. If you [or another party] receive any written communication advising of such a change that appears to come from us, immediately contact us at [insert telephone number] to verbally confirm these changes.*
5. *If we receive any changes to your [or another party's] contact information, or any changes to the instructions for the transfer of funds or assets as set out above, we will not act on these changes until we have verbally confirmed the new instructions in-person or by calling you [or another party] at the following phone number: [insert phone number]*