

2024 Year in Review

Protecting you for 30 years



About us

LAWPRO provides primary errors and omissions insurance coverage for Ontario lawyers, Excess insurance for law firms and title insurance across Canada. We are committed to the values of professionalism, innovation, integrity, service and leadership.

Before LAWPRO was incorporated as an independent insurance company in 1995, liability insurance for the Ontario Bar was in a different situation. At the time, the fund established to pay for professional indemnity claims against Ontario lawyers was underfunded by over \$200 million dollars. The resulting crisis led to a task force which recommended the creation of the organization now known as LAWPRO, a highly specialized, efficient insurance company operated independently from the Law Society of Ontario.

LAWPRO's principles of operation derived from the Task Force Report are as follows:

- LAWPRO should be governed by an independent board of directors
- LAWPRO should be operated in a commercially reasonable manner
- The cost of insurance should reflect the risk of claims
- Claims should be resolved fairly and expeditiously

Specializing in insurance for the legal profession means the company has a deep understanding of claims trends and is well positioned to identify and cope with emerging risks including sophisticated frauds, cybercrime risks, new technologies and the evolving nature of legal work.

While LAWPRO maintains an intimate understanding of the role of and challenges faced by the Bar, we also focus on broader insurance industry issues including solvency, risk assessment, and effective claims management.

Financial stability comes from prudent investing, accurately forecasting expenses, controlling operating costs, and carefully managing claims. To achieve these ends, LAWPRO relies on the expertise of our staff, professional investment managers, and advisors. In recognition of our financial strength, we have consistently been awarded an "A (Excellent)" rating by A.M. Best Co, a leading rating agency.

Lower premiums than when we began in 1994 demonstrates our ongoing commitment to offering coverages across the bar at the lowest possible price.

Our products and services

Primary insurance coverage program

All lawyers in private practice in Ontario – over 31,000 – purchase primary professional liability insurance with a \$1 million per claim, \$2 million annual aggregate coverage from LAWPRO. We also provide no cost run-off insurance to over 80,000 lawyers who have left private practice.



Excess insurance program

LAWPRO's Excess Insurance offers limits up to \$14 million above the primary policy. Over 1,700 firms representing more than 4,000 lawyers are currently insured with LAWPRO's Excess program. It is designed to meet the needs of small and medium sized firms of fewer than 50 lawyers.



TitlePLUS title insurance

TitlePLUS stands proudly as Canada's only 100% domestically owned title insurer, offering unparalleled protection with the most comprehensive errors and omissions coverage in the industry, included automatically in most policies at no additional cost. It is designed to cover issues that are discovered through searches (saving homeowners search costs), future risks like fraud or encroachments, and the lawyer's legal services provided in the transaction. Title insurance moves the risk associated with title to the title insurer, and away from the homebuyer, the lending institution, or the lawyer. This program is built around lawyers being central to real estate transactions and keeping prices and coverages competitive.



PracticePRO program

PracticePRO is LAWPRO's risk management program, developed to help lawyers practise successfully and minimize the risk of claims. Free resources include:

- LAWPRO Magazine: articles about the law, insurance and current hot topics in the legal profession
- Tips and insights into practice issues including real-time warnings on active frauds targeting lawyers
- Continuing Professional Development programs, precedents, checklists, and videos to help lawyers succeed in their day-to-day business
- Claims fact sheets that describe common scenarios that lead to claims and practical steps that can be taken to lessen the risk of a claim



Mark Surchin

Mark Surchin
Chair

Message from the Chair

As we enter an uncertain and unpredictable economic and political environment, a secure and financially stable mandatory professional liability insurer is paramount for the Ontario bar and members of the public.

As an independent insurance company that is scrutinized by the Financial Services Regulatory Authority, LAWPRO must meet a number of financial rules and risk assessments. One key measure is the minimum capital test (MCT), which evaluates whether a financial institution's assets are sufficient to meet its present and future obligations. At the end of 2024, LAWPRO's MCT measured 258%, 17 points above 2023 year end. While this higher MCT ratio reflects LAWPRO's financial stability, it was primarily driven by unrealized gains from investments, a factor unrelated to our insurance operations. Our strong capital position puts the Company in a solid position to weather market volatility that may arise in 2025.

As in previous years, the Company's reliability and resilience was externally recognized by the A.M. Best Co. rating agency which, again, awarded LAWPRO with a financial strength rating of "A" and an outlook of "stable."

While financial stability is imperative, LAWPRO also values the importance of fostering a just community. LAWPRO is committed to being a responsible, engaged, and accountable corporate citizen. This commitment is reflected in LAWPRO's focus on four key areas of Corporate Social Responsibility:

- Providing a healthy and rewarding workplace
- Respecting the environment
- Fostering the legal community
- Supporting the broader Canadian community

Before closing, I'd like to congratulate Andrew Spurgeon, who acted as Chair of the Board from September 4, 2019, to March 3, 2025, before his appointment as a Judge of the Superior Court of Justice of Ontario. We are grateful for his strategic direction and steady leadership during turbulent times including the COVID-19 pandemic. I also want to thank Fred Gorbet who is retiring from the LAWPRO board after serving for 20 years. His extensive financial, economic, and public policy experience was essential in guiding the Company to success.

This Report outlines the Company's actions to support the Ontario bar, protect them when an error is made, and make a positive impact on the community. I am confident that LAWPRO will continue deliver on its mission of providing insurance products and services that enhance the viability and competitive position of the legal profession.



Daniel E. Pinnington

Daniel E. Pinnington
President & CEO

Message from the CEO

Leading LAWPRO as its CEO is a privilege I am proud to undertake. In 2024, we continued our technology transformation journey, assisted and defended Ontario lawyers facing claims, and found many opportunities to help them avoid a claim when possible.

In 2024, LAWPRO handled 3,758 new claims, responded to over 50,000 requests through our customer service department, and saw more than 213,000 visits to our risk management resources. Not only that, LAWPRO delivers TitlePLUS, the only wholly-owned all Canadian Title Insurance program.

I can't overstate the critical part LAWPRO staff play in making this happen. That includes our Customer Service Team, members of our Finance Department and PracticePRO, as well as our Claims Professionals, Support Staff, and our outside Defence Counsel.

In the following report, you will read about our most common claims, how we defended lawyers, and repaired claims to reduce damages and avoid going to court. You will also learn how we help lawyers deal with new risks and a changing practice environment.

Going into 2024, there were new developments that particularly concerned us: the resumption of administrative dismissals and the increasing scourge of social engineering fraud.

On May 13, 2024, the Ministry of the Attorney General of Ontario announced that administrative dismissals of Superior Court civil actions would resume. This applied to cases that had not been set down for trial within 5 years or were struck from the trial list and had not been restored within 2 years. In response, LAWPRO immediately posted a notice to the profession and mobilized our claims prevention and claims teams to support lawyers with any potential questions and concerns. We were pleased to collaborate with government and court staff and believe our collective efforts significantly reduced the number of administrative dismissals.

In general terms, social engineering is a fraud that is perpetrated by deceiving a target into revealing information or taking action for illegitimate reasons. It is often associated with phishing or email impersonation and can lead to wired funds being misdirected or fraudulent transfers of property.

To address this growing problem and to help lawyers minimize the risk to themselves and their clients, we encouraged all lawyers to take simple yet crucial steps to avoid becoming the victim of social engineering fraud. Key among these actions was to reinforce the importance of always re-confirming payment instructions by independent means. Our Social Engineering Toolkit, available on practicepro.ca, outlines practical steps to take to recognize and prevent fraud to avoid becoming a victim.

Equally important is the ongoing impact of stress that continues to affect the mental well-being of lawyers. LAWPRO has observed that mental health issues can be a leading contributor to both individual claims and clusters of claims. For this reason, we financially support the Member Assistance Program and promote its use to our insureds.

Through initiatives such as CPD programs and informative articles, LAWPRO continues to educate legal professionals on recognizing mental health warning signs, effectively managing mental health challenges, and adopting healthier wellness practices.

As we celebrate our third decade protecting the Ontario legal profession, it has become clear that LAWPRO continues to meet the challenges it faces and seizes new opportunities as the profession grows.

Thank you to everyone in LAWPRO's community for your continued support for the organization.

Protecting you for 30 years

LAWPRO: A helping hand in a storm; a friend in rough waters

Sometimes, the future can seem like a sea of uncertainty: a vast ocean of undulating risk and reward stretching to the horizon. Recent years have shown just how rocky these waters can be—pandemic lockdowns, worldwide inflation, and the economic threat of trade disputes have roiled the expectations and muddled the plans of all Canadians.

Ontario lawyers understand the importance of preparing for tomorrow's risk today. That's where LAWPRO comes in. LAWPRO not only responds to malpractice claims when they arise, but we help prevent claims in the first place by informing lawyers about today's risks and tomorrow's dangers.

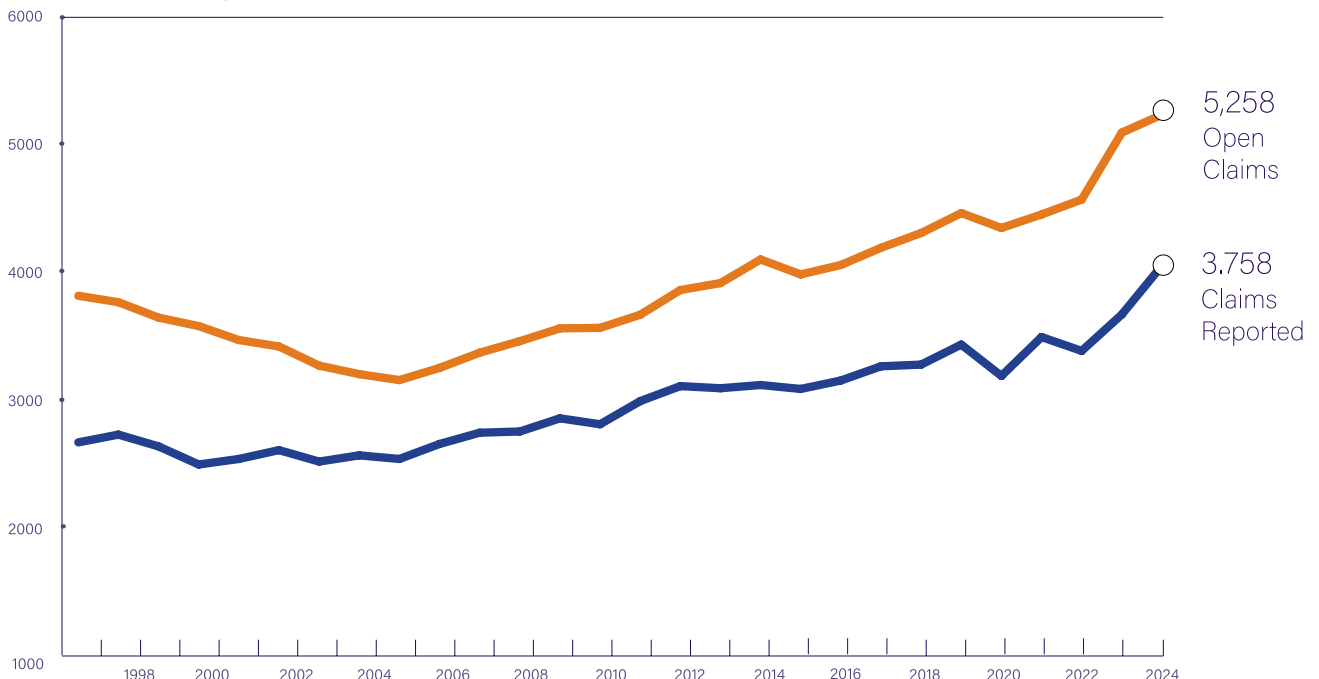
LAWPRO celebrates its 30th anniversary this year: 30 years of providing security and assurance to Ontario lawyers and the public at large. But LAWPRO isn't just taking this time to look back; we're looking to the future. With our new online portal for insureds, LAWPRO is constantly improving the way we provide insurance. And with recent expansions of our policy, LAWPRO covers more risks than ever before.

LAWPRO is always protecting insureds from a rising tide of E&O claims

LAWPRO saw 3,758 claims in 2024, an increase from the 3,272 claims seen in 2023 and another new high.

Number of claims reported and open claims

Total number of open claims at Dec. 31, 2024



Of course, more claims mean more costs. In 2024, the total cost of the Primary Program indemnity payments and expenses increased by 5%. The cost per claim at 36 months after reporting—when crystalized costs can more accurately be estimated—increased from \$30,707 (for claims reported in 2021) to \$33,288 (for claims reported in 2022). While the costs per claim after three years are lower than the highs reported 15-20 years ago, the recent increase in the total number of claims reported in 2023 and 2024 require us to remain vigilant in efficiently defending and closing cases in a cost-effective manner.

With a record number of claims, LAWPRO's claims counsel rolled up their sleeves and got to work, closing 36% more files in 2024 than the year before. LAWPRO's response to increasing claims trends is multifaceted: We hired additional claims counsel to respond to new claims, but we also took steps to reduce the number of incoming claims in the first place by educating the profession on current risks and claims trends through LAWPRO Magazine, online CPDs, and regular presentations to lawyers around Ontario.

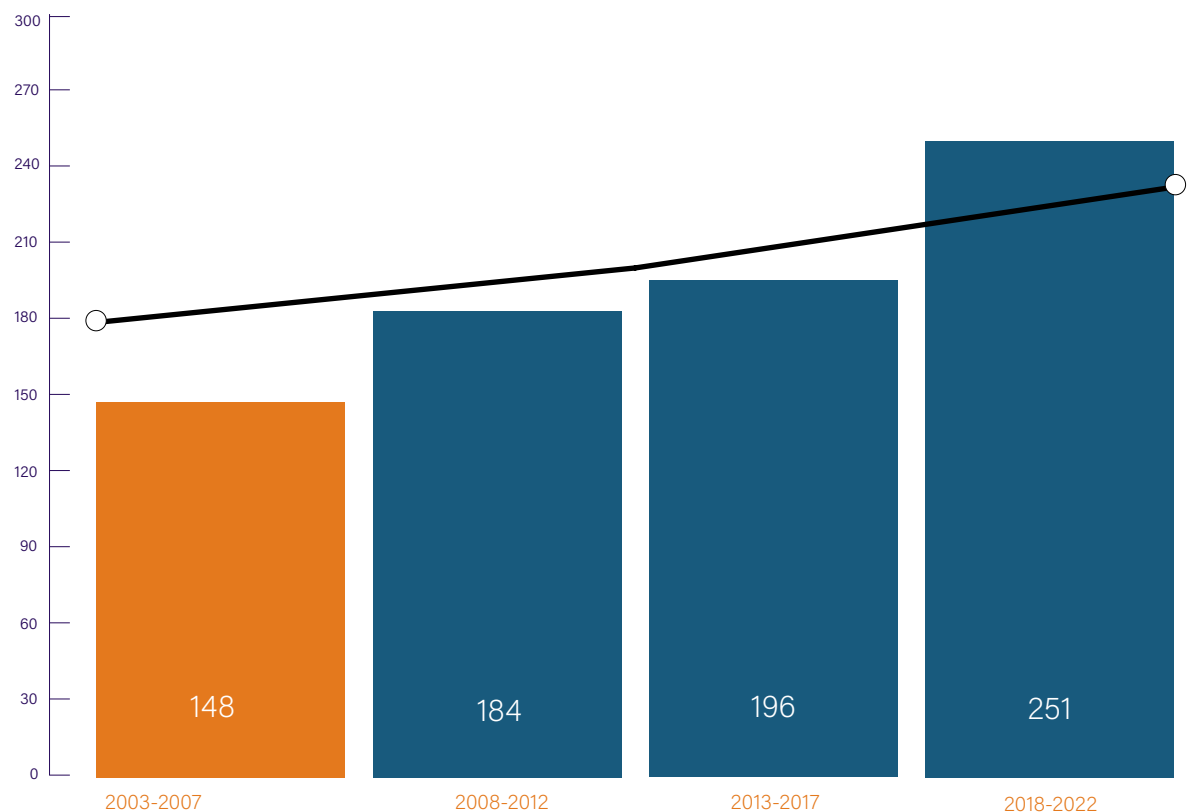
To respond to the needs of our insureds, LAWPRO also recently expanded the scope of the policy in two ways. First, in 2024 LAWPRO revised the policy to respond to the increase in social engineering threats against lawyers. In general terms, social engineering is fraud that is perpetrated by deceiving a target into revealing information or taking action for illegitimate reasons. It is often associated with phishing or email impersonation and can lead to incorrectly wiring funds or transferring property.

Beginning in 2024, Ontario lawyers must now take steps to protect their firm and their clients from Social Engineering to maintain a \$1 million limit for these claims. These steps include establishing instructions for the transfer of funds at the outset of the retainer and confirming any changes to these instructions by telephone call or meeting the client. For more information, please see our Social Engineering Toolkit.

Second, beginning in 2025, LAWPRO offers increased protection for intellectual property lawyers that meets their insurance requirements as mandated by the College of Patent and Trademark Agents. This endorsement can be purchased by insureds regulated by CPATA and provides coverage for extra-jurisdictional services.

Average number of claims

with a value greater than \$100,000



LAWPRO adapts by reviewing our data on the causes of claims and the areas where they occur

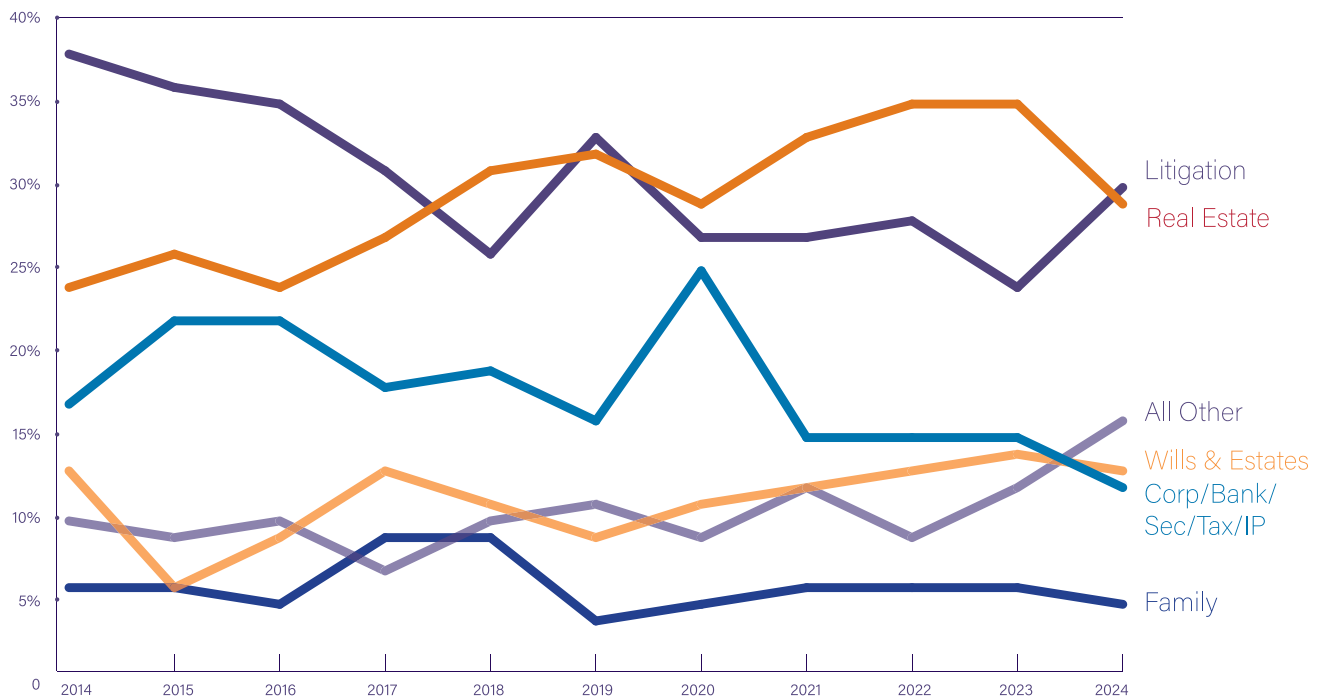
To stay abreast of current trends and to best inform the profession of malpractice threats, LAWPRO is always keeping an eye on claims statistics. By tracking changes over time, LAWPRO can respond to macro-trends and provide relevant claims prevention assistance to the profession.

In 2024, the largest percentage of reported claims costs continued to be related to real estate (29%) and litigation (28%). While the cost of litigation claims increased dramatically, the total number of litigation claims remained stable year-over-year (to 729 from 719). These increased costs are therefore primarily due to an increase in the complexity of the claims we are seeing.

While the proportional costs of real estate claims decreased in 2024 (to 27% from 34%), there was an increase in the total number of real estate claims to 867 from 799. While this increase in the number of real estate claims was partially due to an increase in fraud—targeting lawyers and their clients—it is primarily a consequence of an increasingly active real estate market.

We also continue to see an increasing number of claims in wills and estates. 422 such claims were reported in 2024, a 5% increase from 2023. With an aging population comes an increase in the number of large estates, and as the number of large estates increases, the number of potentially litigious beneficiaries also increases. LAWPRO will continue to keep an eye on this area of law in the years to come.

Distribution of claims by area of practice



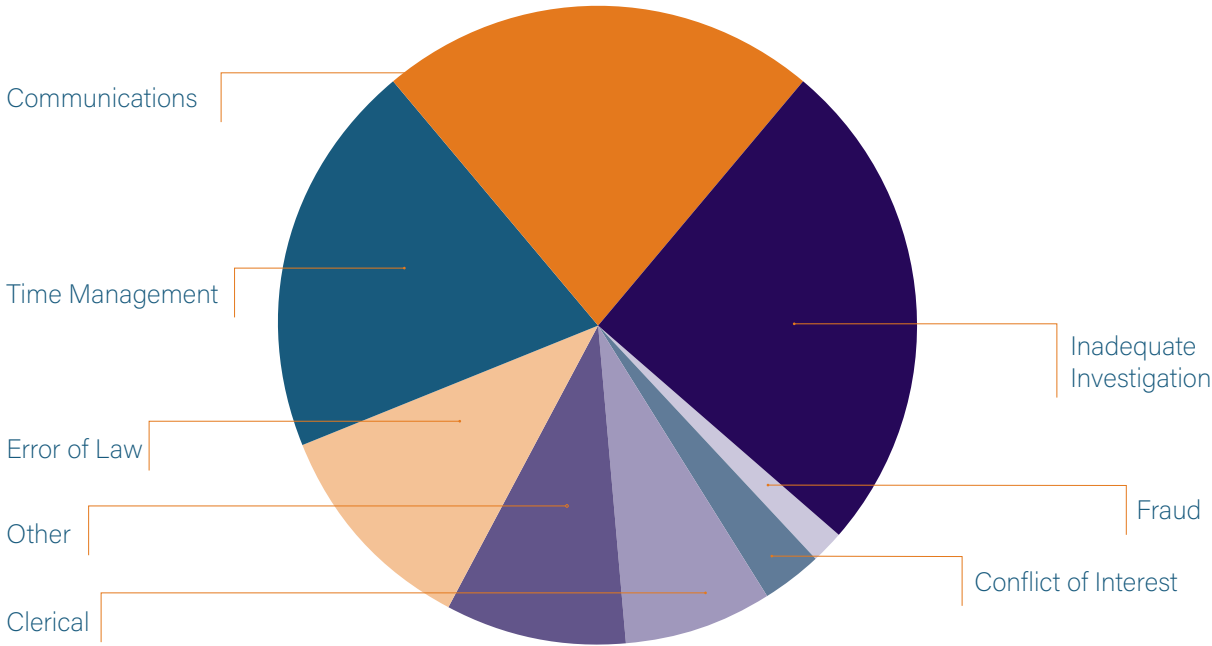
Causes of claims

The investigation of claims can take up to a year or more after an initial report. For this reason, LAWPRO is cautious when interpreting short term fluctuations in the cause-of-loss data.

As in recent years, inadequate investigation, communication errors and time management mistakes caused the most claims. Five years ago, in 2020, we saw a sharp decrease in the number of claims caused by time management and communication-related errors. This was largely due to changes brought on by the pandemic, such as the tolling of limitation periods reducing the quantity of claims brought on by missed limitation periods.

In 2024, time management and communication claims largely returned to their pre-pandemic proportional level. One reason for the previously reduced number of time management claims was the pause on administrative dismissals the courts continued through 2024 (where court clerks will dismiss cases that haven't been set down for trial 5 years after commencement). While we expected time management claims to rise in the wake of the return of administrative dismissals in May of 2024, the potential deluge of claims never came. This may, in part, be due to the pre-emptive measures LAWPRO took to educate the profession prior to the lifting of the pause, including communications to all practising lawyers advising them to take specific note of the relevant timelines for every case still moving through the system.

Reported claims count by cause of loss

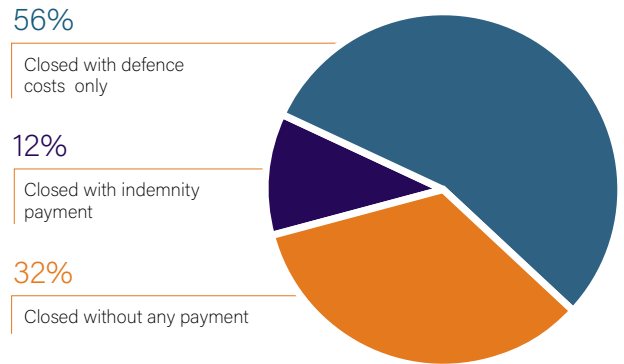


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LAWPRO continues to close claims and give insureds peace of mind

As a policy, LAWPRO does not pursue economic settlements and will defend insureds vigorously from false or frivolous claims. In 2024, 88% of claims files that came in were closed without any indemnity payments, whether by settlement or judgment. In fact, 32% of claims were closed without payment of any kind.

Claims by outcome



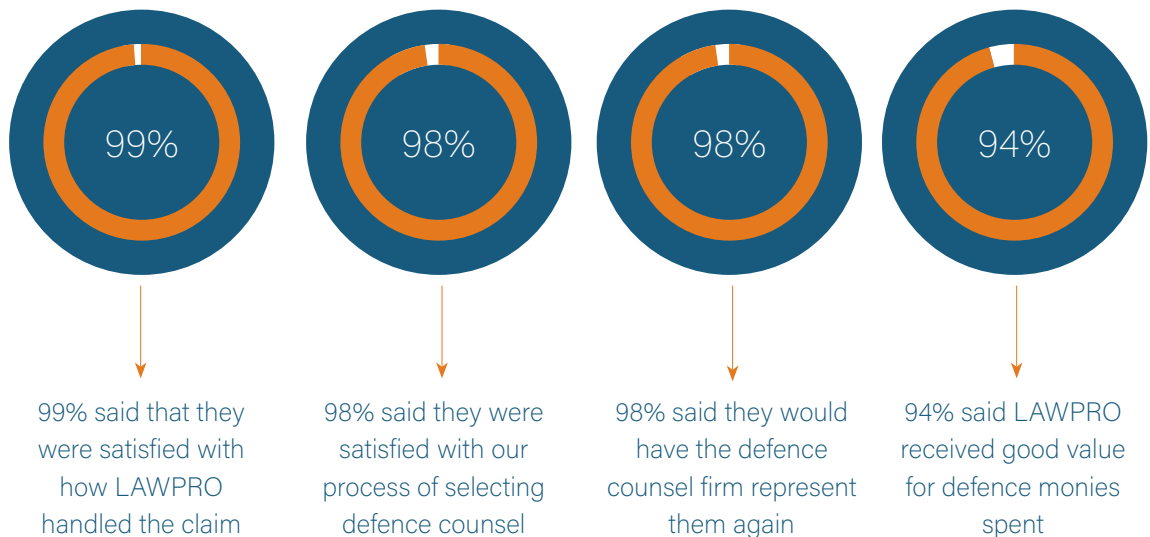
Trial results:

Successful on matters taken to trial: 7 out of 8

Successful on summary judgment motions: 10 out of 14

Successful on summary judgment appeals: 2 out of 2

The annual survey of LAWPRO E&O insureds with a closed claim indicated the following:

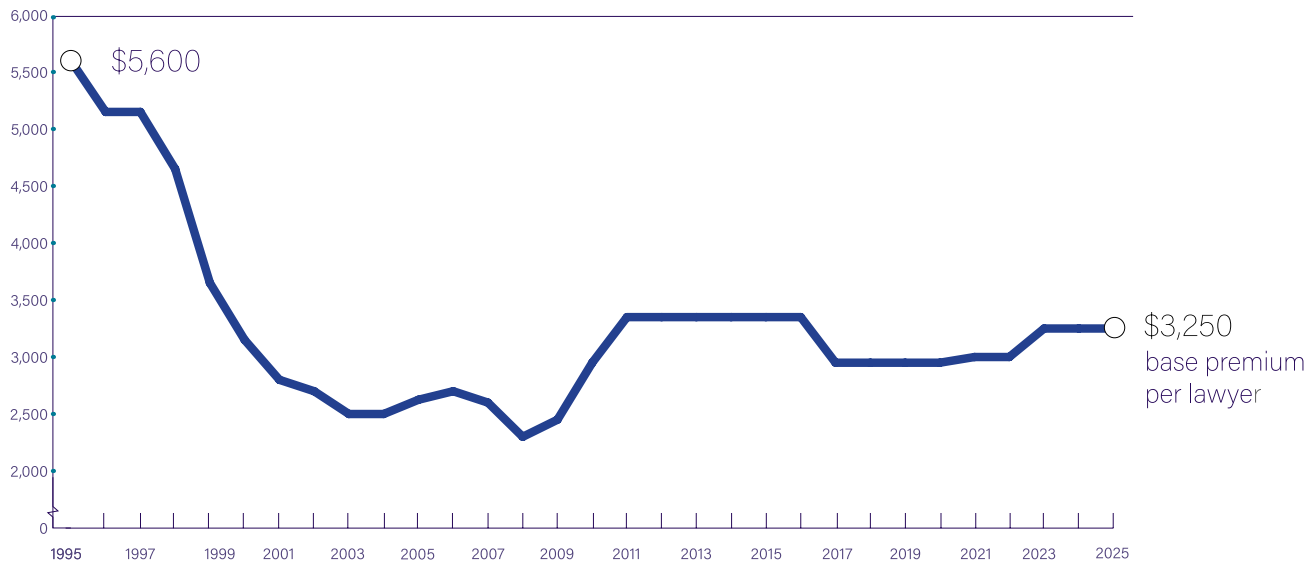


LAWPRO covers more lawyers and more risks than ever before

Under the mandatory E&O program, LAWPRO insured over 31,000 lawyers in 2024.

For the 2024 year, the base premium remained \$3,250. However, the annual LAWPRO premium paid by most Ontario lawyers is lower today than it was in the past – something you won't find with just about any other type of insurance. In fact, as recently as 2016, the base LAWPRO premium was \$3,350 -- \$100 more than today.

Base premium since inception



Did You Know?

If the base premium charged when LAWPRO was created were to be adjusted for inflation today, it would be \$11,672.95. In other words, today's premium of \$3,250 (adjusted for inflation) is approximately 72% less than what it was in 1995.



LAWPRO is focused on reducing the cost of insurance

One of the hallmarks of the LAWPRO E&O program is its flexibility. Lawyers have several options to tailor their insurance coverage to their specific needs – often with the added benefit of reducing the actual premium payable below the base premium level.

Discounts and coverage options

Option	Number of Insureds
New Lawyer Discount 20 to 50 % base premium discount for those called in the last one to four years	6782
Part-Time Practice Discount 50 % base premium discount for eligible lawyers	2476
Restricted Area of Practice Option Discount 50 % base premium discount for immigration/criminal law practitioners	1920
Innocent Party Buy-Up Increase in Innocent Party sublimits up to as much as \$1 million per claim/aggregate	4548
Run-Off Buy-Up Increase limits for past services from \$250,000 per claim/aggregate to as much as \$1 million per claim/\$2 million aggregate	1515
Real Estate Practice Coverage Option Required for all lawyers practising real estate law in Ontario	9619

For new or retiring lawyers, LAWPRO offers reduced premiums to address their reduced risk profiles. New lawyers see fewer claims than those with more experience, which may be partly due to having less responsibility over various files than their senior colleagues. LAWPRO responds to the reduced risk inherent in new lawyers by providing premium discounts to those with less than four years of practice. This discount ranges from 50% of base premium (for lawyers with less than one full year in practice) to 20% of base premium (for lawyers with between three and four years in practice).

For lawyers that are retiring or leaving private practice and provide notice of such, LAWPRO offers Run-Off coverage of \$250,000 per claim and in the aggregate, at no charge. Additional coverage options are available for lawyers who need more protection beyond that amount.

LAWPRO is helping firms that need more coverage

Excess insurance

Since it was established in 1997, LAWPRO's optional Excess insurance program has posted consistent annual growth in revenues and numbers of law firms (and lawyers) insured under the program. Over 1,600 firms received their excess insurance from LAWPRO.

With consistent year-over-year growth, and a retention rate on excess business of over 90%, the program is shown to meet the needs of the small and medium-sized firms that it is designed to serve.

In fact, LAWPRO's Excess program insures almost 20% of lawyers employed in firms of 50 or fewer lawyers. Prudent underwriting and solid claims management have helped ensure that the Excess program is a successful line of business for LAWPRO.

Title insurance

TitlePLUS is growing, and as the only wholly Canadian-owned title insurer, we're uniquely positioned to safeguard the interests of Ontario's lawyers and homeowners. By strengthening the position of Canadian lawyers, we're empowering their expertise and advancing the Canadian market and economy.

TitlePLUS is the only title insurer in Canada that includes legal services coverage that provides assurance against errors and omissions made by the lawyer for the entire transaction, excluding properties in Quebec and Existing Owner policies.

LAWPRO is always working for you – Our Customer Service department

For years, the annual volume of correspondence received by the Underwriting & Customer Service department has been in the range of 20,000 to 25,000 pieces. But recent years have seen this increase to almost 50,000.

Consisting of approximately 25 team members, the department is responsible for maintaining accurate records for all insureds, policy drafting, program guides, forms, underwriting optional coverages, processing filings, and answering questions from licensees.

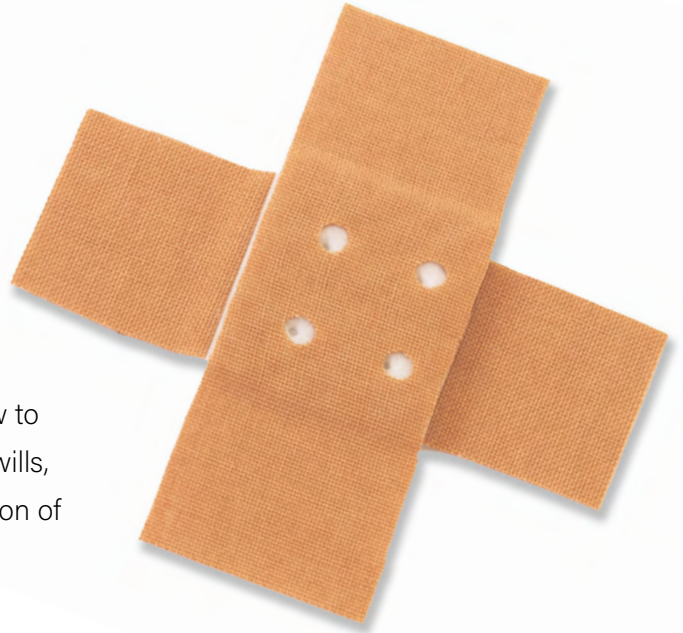
LAWPRO's Underwriting & Customer Service department is the point of contact for licensees seeking to renew, change or inquire about their insurance options. A new account is established soon after a lawyer is called to the Ontario bar, and existing accounts are adjusted as lawyers move their practice or move out of private practice entirely.

Correspondence received by the department is more than just coverage questions. It includes applications such as increased run-off, new applications for primary coverage, Excess applications, increased innocent party limits, exemption forms, notices about lawyers leaving and joining firms, refund requests, and many others.

Even with the increase in communications and applications, LAWPRO is proud to maintain and meet a goal of answering 80% of all calls within 80 seconds. And the implementation of new technologies will allow even faster and more effective service in the future.

Repairs

When LAWPRO is quickly alerted to potential claims, we can often rectify the problem, and prevent loss and further lawsuits from arising. Our counsel know how to best address issues such as rectification of wills, restoration of lawsuits to the trial list, extension of notice periods, and other repairable matters.



Here are a few examples of cases where LAWPRO successfully repaired potential losses in 2024.

1) Taking issue with issue: Rectification of a will

One of the most common causes of malpractice claims is inadequate investigation—a failure to inquire as to all salient facts pertinent to a client’s file. For example, when drafting a will, a lawyer should ask things like: What assets are to be distributed? Who will be the beneficiaries? Does the client have a secret, second family?

Asking the unlikely questions may seem silly in the moment, but they can often unearth key information. While an entire “second family” may not be common, estranged children or descendants originating from before the client’s current family arrangements can go unmentioned if a lawyer does not specifically probe the subjects.

A recent repair handled by LAWPRO illustrated this scenario. In the case, the Insured Lawyer drafted a will for their Client, which expressly distributed much of the residue of their estate to the Client’s “grandchildren” and “issue” alive at the time of their death.

The Client’s issue included the children and grandchildren of their marriage, all of whom were explicitly brought to the Insured Lawyer’s attention. However, unbeknownst to the Insured Lawyer, the Client also had a Third Child, and two more grandchildren, through a relationship prior to their marriage. The Client had only become aware of the existence of this Third Child later in life, when the child sought them out as an adult. While the Client never had a close relationship with this Third Child, the Client had acknowledged them and had communicated with them on multiple occasions. Despite this, the Client’s will made no mention or provision for this Third Child.

Upon the Client's death, the Third Child sought to be declared a beneficiary, along with their own children, as "issue" of the Client as set out in the will. The Client's other children opposed this distribution on the basis that it was the Client's intention for only the children and grandchildren of their marriage to be beneficiaries.

LAWPRO assisted the Insured Lawyer to obtain rectification of the Client's will on the basis that it did not reflect the Client's intentions.

The judge acknowledged that rectification cannot be used to alter a will to avoid unforeseen outcomes or a testator's misunderstanding as to the consequences of the document. It is only appropriate where there is evidence that the document as drafted does not conform to the testator's intentions.

In this case, the Client had provided the Insured Lawyer with written notes that only named the two children and three grandchildren of their marriage, and explicitly made clear that they were to inherit the residue of their estate. The will's use of the broader terms "issue" and "grandchildren", without restriction, was an error made by the Insured Lawyer and did not conform to the written instructions in the Client's notes.

Because the Insured Lawyer did not follow the Client's intentions, the judge found it was appropriate to rectify the will and repair the Insured Lawyer's error.

2) Experts, inadvertent errors, and the experts* in repairing inadvertent errors

*That's us

One of the most common repairs LAWPRO is able to assist with is the extension of time for serving an expert's report. Courts are generally loathe to punish a client for their lawyer's inadvertent error.

As in past years, LAWPRO was once again able to help lawyers repair an error when they inadvertently failed to serve an expert report in time. In one recent case, this error was due to miscommunication between the Insured Lawyer and the retained expert as to the provision of key information the expert deemed necessary. This miscommunication delayed the delivery of the report past the deadline for service.

Because of this delay, opposing counsel took the position that the Insured Lawyer could not rely on the expert report because of this failure to comply with the service requirements.

LAWPRO successfully assisted the Insured Lawyer in having the time for service of the expert report extended. The court agreed that the failure to comply was due to the lawyer's simple inadvertence, and there was no prejudice to the opposing party that could not be compensated through costs.

Amendments to the Rules of Civil Procedure in March of 2022 regarding the service of expert reports sets out a new discretionary test designed to reduce the number of adjourned trials due to late expert evidence.

3) When leisure suits are not a good look: Motions to restore struck actions

Sometimes, neither the defendant nor the plaintiff show much urgency in moving litigation forward. Files can all too easily take on a languorous pallor as they succumb to delays, rescheduling, or lack of urgency. But when files languish in the court system for too long, they are susceptible to being struck from a trial list, or administrative dismissal.

One recent case illustrates the dangers of leisurely paced litigation and how LAWPRO can help get things back on track.

Between 2003 and 2005, the Plaintiff rendered invoices to the Defendant totalling almost \$78,000. These were never paid, and the Defendant entered bankruptcy in 2005. In 2006, the Plaintiff launched a claim against the Defendant under the *Bankruptcy and Insolvency Act* for the amounts owing.

In 2008 the matter was struck from the trial list for the first time, as it was not yet ready for trial. At that time, Plaintiff's Counsel informed Defendant's counsel that a motion to restore the action to the trial list would be brought after examinations for discovery were completed. These examinations were not completed until late 2012.

In early 2017, Plaintiff's Counsel brought a motion to have the action restored to the trial list. At that time, the judge directed that a pre-trial conference should be scheduled before June 30, 2019. In keeping with pace of the action established thus far, scheduling for the pre-trial conference took place very near this deadline, in late June 2019. The pre-trial conference was set for January 2021.

In late 2019, Plaintiff's Counsel informed Defendant's Counsel that they would be bringing a motion to be removed as Plaintiff's lawyers of record. After this, Plaintiff's Counsel did not take necessary steps to ensure the pre-trial conference proceeded, and the action was once again struck from the trial list.

The Plaintiff obtained new counsel, and in early 2022, Plaintiff's New Counsel once again filed a motion to have the action restored to the trial list. In response, the Defendant's Counsel sought to have the action dismissed for delay

LAWPRO assisted the Plaintiff's New Counsel (and prevented a potential claim against Plaintiff's Previous Counsel) by successfully arguing that the deadline for setting a trial date should be extended.

The Court found that the delay during the earlier periods of the litigation was explained in part by the "leisurely pace at which both parties seemed content to proceed." The subsequent delays following the scheduling of the pre-trial conference for January 2021 were reasonably explained by the transition between Plaintiff's Previous and New Counsel as well as poor communication between Plaintiff's Counsel and Defendant's Counsel. This poor communication meant that Defence Counsel was not "absolved of all responsibility for the situation."

Since the Defendant would not suffer any non-compensable prejudice by restoring the action, the motion was granted.

4) Noticeably unfair: Disputing unjust consequences for failing to comply with notice requirements

To state the obvious, lawyers must follow a voluminous set of rules when navigating a dispute from commencement to enforcement. These rules protect the interests of both parties, as well as the efficient operation of judicial and enforcement resources. Failing to follow any of these rules, such as failing to notify the Defendant of steps taken to enforce a decision, inevitably trigger consequences. But what consequences are appropriate when they are unspecified?

A recent case illustrates how excessively severe consequences imposed by a court can be reversed if found to be draconian and unnecessary. In this case, the Plaintiff had obtained an adjudication under the Construction Act for amounts owing from the Defendant. The Act allowed for the adjudicator's decision to be enforced as a court order if filed with the court. However, the Act also required the Defendant to be notified of such a filing within 10 days. Plaintiff's Counsel failed to provide such a notice within the proscribed 10 days.

The Defendant brought a motion to void the writ of enforcement for failure to comply with the notification requirements. The motion judge agreed and not only voided the writ, but ordered that the Plaintiff could not enforce the adjudicator's award moving forward. The Plaintiff appealed.

LAWPRO assisted the Plaintiff in successfully arguing that the motion judge's order preventing any enforcement of the adjudicator's award was inappropriate and not justified under the framework of the Construction Act.

The appeal court found that the legislative scheme prioritized prompt payment of any adjudicator's award. Filing the award with the court for enforcement purposes was only necessary because the Defendant had not already complied with the adjudicator's decision. Prompt payment was "far more central" to the scheme than the notice provisions.

Since the Act did not specify the consequences for failing to provide required notice, it was within the discretion of the motion judge to provide a fair and appropriate sanction. The court observed that, in general, if a defendant suffered no prejudice, a simple declaration of non-compliance may be appropriate. If there was prejudice from the failure to notify, other consequences such as voiding enforcement steps, suspending interest, or an order for costs may be appropriate, but the court found that it was "difficult to imagine" any scenario where preventing enforcement of the adjudicator's decision outright would be warranted.

The Court overturned the motion judge's decision and permitted the Plaintiff to recommence enforcing the adjudicator's decision.

5) Unappealing appeals and suitable suits: The scope of judicial review and appropriate alternative remedies

The rule of law depends on the principle of judicial review. Administrative decisions are subject to judicial oversight to ensure fairness and protection of the rights of Canadians. However, this process of judicial review can be lengthy, complicated, and delay just outcomes. Therefore, many legislative schemes are accompanied by legislative dispute resolution processes that are simpler, speedier, and employ knowledgeable decision makers, in lieu of traditional judicial review.

In this case, the Plaintiff was contesting the denial of their insurance benefits under the *Insurance Act*. The Plaintiff was injured in an automobile accident and had originally received accident benefits under the *Statutory Accident Benefits Schedule*. Approximately one year later, the benefits were halted by the Insurance Provider due to the absence of a disability certificate. The Plaintiff received a letter directing them to obtain a medical examination. The letter also contained a dispute resolution form.

Following the medical examination, the Insurer provided the Plaintiff with two more letters. The first letter set out that benefits for housekeeping and home maintenance would no longer be provided. Approximately 7 months later, the second letter advised the Plaintiff that all further benefits were denied and payments would be stopped. Neither letter contained a dispute resolution form.

Seven years later, after initially pursuing unsuccessful mediation with the insurer and commencing an action in the Superior Court of Justice that was later dismissed, the Plaintiff sought adjudication with the *Licence Appeal Tribunal*, which at this time had exclusive jurisdiction of the resolution of such disputes, and whose decisions could only be appealed on pure questions of law.

The *LAT* found that the claim was time barred, as the statute set out a limitation period of 90 days following the conclusion of mediation. The *LAT* concluded that the dispute resolution form contained within the first letter received by the Plaintiff constituted proper notice of the dispute procedures, and there were therefore no grounds to extend the limitation period for contesting the decision. The Plaintiff appealed the *LAT* decision and simultaneously sought judicial review of the underlying denial of benefits on the basis that the 90-day limitation period does not apply since the Plaintiff never received proper notice of the dispute resolution procedures.

The Court of Appeal found that the *LAT* made no errors on pure questions of law. Further the Court of Appeal determined that it would not be appropriate to permit judicial review on a question of mixed fact and law (that being whether the first letter received by the Plaintiff constituted proper notice of the dispute resolution procedures), as the statutory scheme provided the Plaintiff with an alternative remedy.

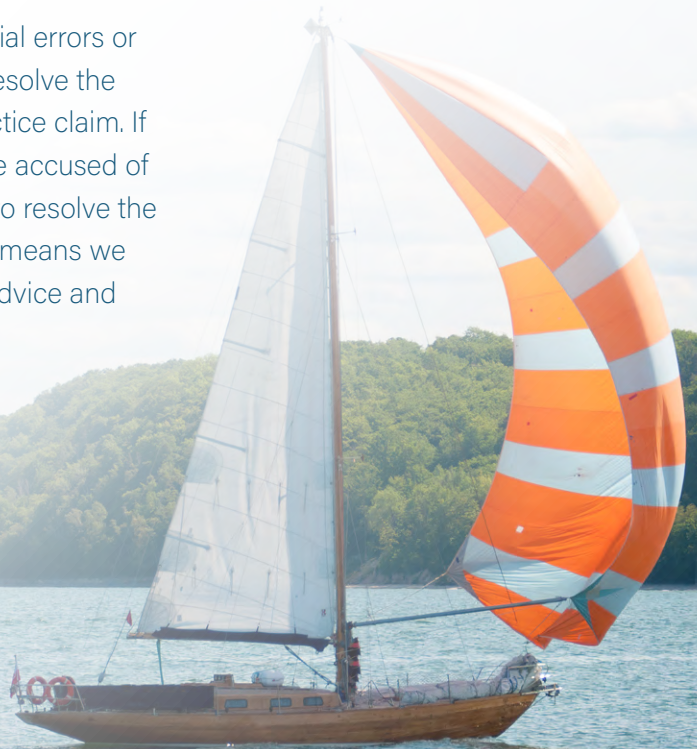
The Plaintiff appealed to the Supreme Court of Canada.

LAWPRO assisted the Plaintiff in arguing before the Supreme Court that the legislative appeal scheme did not prevent the availability of judicial review on questions of mixed fact and law. While the court has discretion to decline judicial review if there is an available alternative appeal procedure, the court must also consider whether the alternative remedy is suitable and appropriate. Since the statutory appeal procedure did not permit appeals on questions of mixed fact and law, it was not a suitable alternative remedy to judicial review in this circumstance.

The appeal was allowed, and the matter was sent back to the *LAT* adjudicator to reconsider whether the initial letter constituted sufficient notice of the dispute resolution procedures for the purposes of triggering the limitation period.

Small fixes now prevent big problems later

Immediately notifying LAWPRO of potential errors or omissions means steps can be taken to resolve the situation before it develops into a malpractice claim. If you make an error or believe you could be accused of making an error down the road, don't try to resolve the problem on your own. A call to LAWPRO means we can provide expedient and experienced advice and assistance.



Defending lawyers in court

Despite attempts to resolve claims without litigation, sometimes court is inevitable. Every year, LAWPRO steps in to defend licensees from unwarranted lawsuits and accusations.

Here are a few examples of defences successfully advanced by LAWPRO in 2024 on behalf of insureds.

Real estate – Allegations against lawyers for mortgagees by the mortgagors

Lawyers hold a duty of care with respect to their clients. They rarely hold a duty of care with respect to someone else's clients—whether they be someone on the other side of a dispute or parties on the other side of a contract.

Despite this, LAWPRO often sees cases where lawyers are sued by individuals who are not their clients. In these cases, LAWPRO is quick to mount a full defence of lawyers in circumstances where no duty of care was owed.

One such recent case involved a Couple that obtained two private mortgages as part of an agreement to purchase property. The Couple alleged that they were misled as to various elements of the mortgage agreements. The Couple alleged a conspiracy by the private mortgagees, the mortgage broker, the lawyers representing the mortgagees, and others to defraud the Couple and misrepresent the terms of the mortgages.



The Couple proceeded to stop payment on all interest and principals owed under the mortgages, which then went into default. The mortgagees sued the Couple for defaulting on the agreements, and the Couple counterclaimed with respect to the alleged fraud.

The lawyers for the mortgagees moved to have the claims against them dismissed for disclosing no cause of action.

LAWPRO successfully assisted the lawyers for the mortgagees in establishing that there was no genuine issue for trial against them. The judge found that there was no evidence that the lawyers owed a duty of care to the Couple or that the Couple relied on the lawyers for the mortgagees to perform any services for them. In fact, the lawyers for the mortgagees had no dealings or communications with the Couple, and their role was simply to prepare the paperwork required for the mortgages.

For these reasons, the case was dismissed as against the lawyers for the mortgagees.

Civil litigation – Alleged improvident settlement

In civil litigation, a reasonable settlement will often reflect the estimated value of the Plaintiff's damages adjusted to reflect the probability of success. Thus, the weaker the Plaintiff's case, the more likely a lawyer is to advise their client to accept a settlement valued at notably less than the alleged damages. And when determining the strength or weakness of a personal injury case, a key factor to consider is whether the Defendant actually was negligent or whether the Plaintiff actually may have been the cause of their own misfortune.

In a recent matter defended by LAWPRO, the Plaintiff pursued a claim against various parties in negligence after a motor vehicle accident wherein the Plaintiff crashed their vehicle into the rear of a tractor-trailer stopped on the shoulder of a highway. The Plaintiff suffered serious injuries from the accident, including a traumatic brain injury.

In investigating the facts of the case, Plaintiff's Counsel reviewed the police report of the incident, spoke with independent witnesses to ascertain their observations, reviewed the medical records, obtained an expert medical report and income loss report, spoke with an accident reconstruction expert on two occasions, and personally visited the accident scene. After doing so, Plaintiff's Counsel advised the Plaintiff to accept the settlement offered by the Defendants—a settlement the Plaintiff would later claim to be unreasonably deficient.

Years later, the Plaintiff sued their lawyer for recommending the improvident settlement, claiming it was negligent to do so and a breach of the solicitor-client contract.

LAWPRO successfully assisted Plaintiff's Counsel in defending the claim of alleged solicitor negligence. The court affirmed that an allegation of improvident settlement required the Plaintiff to conduct a "trial within a trial" to determine the likelihood of success in the original claim. The Plaintiff did not adduce evidence to do so, claiming that too much time had passed since the original incident. The court therefore could not determine the settlement was improvident.

Regarding the allegations of negligence on the part of the lawyer generally, the court found that the Plaintiff did not produce any evidence to show that the Defendants in the original case, including the driver of the tractor-trailer, were negligent in temporarily stopping the trailer on the shoulder of the highway, nor did the Plaintiff adduce any evidence to rebut the presumption that it was the Plaintiff who was solely negligent in driving their vehicle into a stopped trailer that was not on the driving portion of the highway.

The court therefore dismissed the claim.

Real estate law – Alleged failure to adduce key testimonial evidence at trial

Lawyers can make for difficult clients. It is not uncommon to see claims where a lawyer-cum-client has taken issue with their own lawyer's alleged failure to follow specific strategies or instructions when pursuing an ultimately unsuccessful claim. These lawyer-clients know how they would have pursued the case and often believe, rightly or wrongly, that they would have done a "better" job.

In a recent claim defended by LAWPRO, the Client, a retired lawyer, was selling a double lot in Toronto. The Client sought zoning changes necessary to permit the construction of 18 townhouses on the property. Before the necessary zoning consultations concluded, the Client sold the property to a development company (the "Purchaser"). The contract of sale included a vender take back mortgage with an adjustment clause that reduced the purchase price if the potential and pending zoning changes approved the property for fewer than 18 residential units.

Ultimately, zoning approval was not obtained for any townhouses. The Client pursued litigation (the "Underlying Litigation") against the Purchaser for the full amount owing under the contract, claiming that the failure to secure zoning approval was solely due to the Purchaser's alteration of the proposed development plans. The Client retained the Defendant Lawyer to represent them in the Underlying Litigation.

The Client was unsuccessful in the Underlying Litigation. Subsequently, the Client pursued a claim against the Defendant Lawyer for breach of contract and negligence stemming from the Defendant Lawyer's failure to call a particular city counsellor as an Alleged Key Witness—an individual that the Client believed would provide key evidence by supporting the Client's position that the development project was on track for approval prior to the Purchaser altering the development plans.

LAWPRO successfully assisted the Defendant Lawyer in defending the claim. The Defendant Lawyer testified that they spoke with the Alleged Key Witness and determined that their potential evidence would not advance the Client's case. The Defendant Lawyer testified that they had discussed this with the Client and the Client had agreed with the decision not to pursue that witness's testimony.

At trial, the court heard the Alleged Key Witness's potential testimony and agreed it would not have advanced the Client's case. The Alleged Key Witness would have testified that they, as city counsellor, had initially supported the Client's proposed development, but this support was contingent upon an eventual endorsement by City Staff. The court found that such an endorsement would never have been provided due to underlying density concerns with an 18-unit development. Therefore, the Alleged Key Witness would not have ultimately supported the proposal even absent the Purchaser's alterations to the development plan.

The court found there could be no causation between the failure to call the Alleged Key Witness and the outcome of the case. Therefore, negligence or breach of contract against the Defendant Lawyer could not be established.

Criminal law – Allegations of ineffective assistance of counsel

In this case, the Defendant was convicted of sexual assault with a minor. At the time of the assault, the Defendant was 22 and the victim was 14.

According to the Defendant's testimony at trial, the victim arrived at the Defendant's home on the night in question seeking a place to stay after running away from a youth justice facility. The Defendant claimed to have never met the victim prior to that night.

According to the Defendant, the victim suggested they engage in sexual activity. The Defendant testified at trial that they then asked the victim for their age and the victim replied that they were 18. The Defendant testified that they asked the victim for their age three times and asked for documentary evidence of their age, but the victim did not provide such evidence.

At trial, the Defendant and Defendant's Counsel relied on the defence of mistake of age. The trial judge rejected this defence on the basis that the Defendant's own testimony supported a finding of guilt. Specifically, by testifying that they asked for the victim's age three different times and then asked for documentary evidence, the Defendant conceded that they suspected the victim was underage but proceeded with sexual activity anyway. The Defendant did not take sufficient steps to assuage that suspicion after the victim failed to produce the requested documentary evidence.

The Defendant was found guilty and sentenced to 12 months.

On appeal, the Defendant argued ineffective assistance of counsel on two bases. First, that Defendant's Counsel failed to adduce expert evidence as to the Defendant's "mild intellectual disability" and its impact on the Defendant's decision making on the night in question. Second, that the Defendant's Counsel failed to cross examine the victim on a past incident where they lied about being the victim of a sexual assault.

LAWPRO successfully assisted the Trial Lawyer through the Criminal Defendant's appeal. The appeal panel agreed that the alleged errors by Defence Counsel did not result in any prejudice to the Defendant. First, the trial judge was aware of the Defendant's intellectual disability. Second, the trial judge expressly questioned the victim's credibility and account of the events in question. The judge stated that the finding of guilt was not based on the victim's account, but was explicitly predicated on the Defendant's own testimony regarding their doubts as to the victim's age. Therefore, the alleged errors by Defence Counsel could not have resulted in a different outcome of the trial.

The appeal court therefore dismissed the Criminal Defendant's appeal, and there was no remaining potential claim against the Trial Lawyer.

Immigration law – Alleged ineffective representation in pre-removal risk assessment

Refugee claims in Canada require the applicant to meet certain legal standards in order to avoid deportation or rejection of said claims. One such legal requirement is the “internal flight alternative.” That is, even if an applicant can show that they are not safe if returned to their city or town of origin, they must also show that there is no practical alternative safe harbour within their country of origin.

In this case, the Application Lawyer represented the Applicant in their pre-removal risk assessment Application. The Application was rejected after an Immigration Officer determined that an internal flight alternative existed within Mexico, the Applicant’s country of origin.

According to the Immigration Officer, the Applicant did not have a profile such that they would be targeted by cartels even after relocating within Mexico. There was no evidence that a cartel or other group had shown an interest in pursuing them to another location. The Immigration Officer also determined that it would not be unreasonable for the Applicant to relocate within Mexico.

The Applicant sought judicial review based on ineffective representation by the Application Lawyer. The Applicant alleged that the Application Lawyer did not understand the relevant law pertaining to the application, failed to file material evidence during the application, failed to file to re-open an appeal based on alleged new evidence, and failed to understand the nature of the Applicant’s claims generally.

The Application Lawyer took the position that there was no negligence, and that they understood both the law and nature of the Applicant’s claims.

LAWPRO successfully assisted the Application Lawyer in having the Applicant’s claims dismissed. The judge found that this was not an “extraordinary circumstance” warranting a finding that the Application Lawyer was incompetent, or a breach of natural justice had occurred.

The judge determined that the evidence the Application Lawyer allegedly failed to adduce would either have not displaced the Immigration Officer’s findings, or, alternatively, was already before the relevant decision makers. The evidence actually showed that the Application Lawyer made reasonable arguments and submissions pertaining to the availability of an internal flight alternative, and no evidence supported a finding of incompetence.

The application for judicial review, and a potential claim against the Application Lawyer, were therefore dismissed.

Lawyers for lawyers

A malpractice claim doesn’t necessarily mean a lawyer made a mistake, but a defence still needs to be raised. LAWPRO provides effective assistance and prides itself on defending licensees.

Caring about our community

Corporate Social Responsibility at LAWPRO is informed by a spirit of community and accountability, while acknowledging that we are governed and profoundly shaped by our unique role as the provider of the primary professional liability insurance program for all lawyers in Ontario.

Supporting our future legal community

LAWPRO's efforts and activities to support law students included 12 presentations at law schools, LPP programs and colleges.

In its thirteenth year, LAWPRO's sponsorship of the annual award of the Caron Wishart Memorial Scholarship went to University of Toronto Faculty of Law student Harjaap Kaur Brar.

The Caron Wishart Memorial Scholarship was created in memory of Caron Wishart, LAWPRO's first Vice President, Claims who passed away in 2010. Caron had a 26-year career, transitioning from working as a claim examiner in the Law Society of Ontario (at the time, known as Law Society of Upper Canada) E&O department and when LPIC (as LAWPRO was formerly known) became a full-fledged insurance company in 1995.

The fully endowed scholarship, managed by the University of Toronto, was funded by donations from LAWPRO, Caron's family members, and members and organizations of the legal profession.

In 2024, LAWPRO held a Women's Networking event and an Early Career Mentorship event to develop relationships and build community with new and established counsel. Both events received great feedback from attendees who enjoyed connecting in person.

Providing a healthy and rewarding workplace

In furtherance of LAWPRO's commitment to advancing mental health awareness, LAWPRO provided approximately one-half of the funding for the Law Society arm's-length Member Assistance Program (MAP).

LAWPRO is certified as a Living Wage employer in Ontario.. This certification looks at living wage, market competitiveness and total compensation with the goal to ensure a competitive program to attract, retain and reward employees.

LAWPRO continued its Equity, Diversity and Inclusion journey and partnership with the Canadian Centre for Diversity and Inclusion ("CCDI"). Various free CCDI webinars were made available to employees. The EDI Advisory Group regularly posted awareness days/months and provided additional resources.

Giving back to the Canadian community

Over 90% of employees participated in LAWPRO's employee-led charitable giving program and the funds raised were matched by LAWPRO. LAWPRO continued to encourage employees to take a paid day to volunteer at an eligible charity of their choice. Other initiatives included participating in Partners for Life (Canadian Blood Services).

To strengthen our community, LAWPRO staff nominate and elect five charities to support each year through employee payroll deductions and special events. In 2024, \$31,030 was raised for the following five charities: Food4Kids, Fanconi Canada, Daily Bread Food Bank, Toronto Humane Society, and Scarborough Food Security Initiative. LAWPRO employees are proud to support charities that are doing critical work to build a more just and equitable future.



PracticePRO

LAWPRO's PracticePRO program provides risk management, claims prevention and law practice management information for lawyers in Ontario and beyond. Our resources, precedents and checklists help lawyers take proactive steps to avoid errors and omissions claims, and help grow successful and thriving practices.

In 2024, practicePRO developed new CPDs, charts, and checklists to address the issues of the day.

Virtual ID

In response to the Law Society of Ontario's requirements around virtual identification, LAWPRO invited companies listed on the Digital Identification and Authentication Council of Canada directory, along with other known vendors, to provide information about the service they provide including costs, onboarding time, turnaround time, process, and privacy. The vendors completed a survey and provided self-asserted information. The responses were included in our Virtual Identity Verification (IDV) service Provider Chart.

Visit practicepro.ca to access all our free resources.

An area with growing claims

Practice tips for wills and estates lawyers CPD

This program brought together leading practitioners, including LAWPRO senior claims counsel, to provide key tips and explore some of the leading cause of claims in the area of wills & estates. Covering content of particular interest to wills & estates solicitors, the panel discussed topics such as discovering assets and liabilities when will-drafting, avoiding conflict-of-interest hazards when working with joint retainers, flagging capacity concerns, and issues surrounding minors and defendants.

In September, PracticePRO launched the second video in the "Area of Law" series, this time focusing on Wills & Estates claims. The video delves into the top causes of claims in this field, insightful claim stories from our Claims Counsel, and practical strategies to minimize liability risks.

A focus on fraud

The confidence client – survival tips to prevent fraud

Cybercrime targeting lawyers continues to get increasingly more sophisticated, and this issue of LAWPRO Magazine featured a discussion on the many ways fraudsters can target lawyers, as well an article explaining how social engineering frauds work and how client portals can improve security for clients and firms.

How to ensure you have secure funds

A common question among lawyers is when can they be certain that money deposited into their trust accounts is secure. Ray Leclair provided an overview of how payments are handled by Canadian financial institutions, and when funds can truly be considered "irrevocable".



Social engineering – what is it?

To assist lawyers in understanding the necessary steps for extending social engineering fraud coverage, we developed a comprehensive social engineering toolkit, which has generated 2,624 visits as of the end of October. This toolkit includes a detailed instructional video available on LAWPRO's YouTube channel, sample retainer language, and a dedicated FAQ page.

Real estate questions answered

Unlocking real estate wisdom CPD

This program summarized recent legislative developments impacting the industry, and ID verification rules and procedures, the CRA's new trust reporting rules, legal advice for bare trustees, and essential tax considerations impacting real estate practitioners.

Residential real estate tax considerations checklist

This checklist was designed to navigate the complex landscape of tax-related issues real estate lawyers need to consider when representing buyers and sellers.

Real estate due diligence: NOSIs, easements, fraud and common electronic registration issues

This program provided a refresher on title searching, fraud, and electronic registrations. It covered critical updates to Notices of Security Interests (NOSIs) and their impact on due diligence requirements. There were also practical tips from TitlePLUS on avoiding current fraud threats and common title issues involving registered easements and restrictive covenants, and Ontario's Director of Titles gave insights on avoiding returns for correction and correcting common registration errors.

How demographics are affecting the profession

LAWPRO magazine – time for tomorrow

This issue focused on issues of an aging demographic of both lawyers and clients, featuring a discussion on how a population that is getting older will impact the practice of wills and estates law. As well there are tips on retirement and succession planning for lawyers, and a case study of how time mismanagement and a delayed will resulted in a claim.

September – time to declare risk management credits

LAWPRO approved 134 programs as eligible for the risk management credit.

The Credit is designed to help lawyers hone their legal skills, learn new strategies and techniques, reduce their exposure to claims, and lower their insurance premiums

To encourage participation in CPD programs that include risk management content, LAWPRO offers a \$50 premium credit (to a maximum of \$100) for each qualifying program completed by mid-September. The maximum \$100 credit is applied to next year's insurance premium.

In 2024, 11,159 credits were claimed by Ontario lawyers.

Successful practice management

What they didn't teach you in law school: marketing, management and mentorship

This CPD focused on the essential skills that law school didn't cover. It included practical management tips, including how to manage up and navigate challenges in a multi-generational workplace. It emphasized the development of key skills and the importance of building strong peer and mentor relationships, while offering guidance on how to maximize the benefits of the Coach and Advisor Network program.

When ILA isn't ILA

It is important that lawyers understand the difference between ILA and traditional legal representation, and know when ILA is appropriate and when it is not. This article used a claims case study to explain when a lawyer should avoid acting beyond the scope of the retainer.

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PracticePRO[®]

Report on TitlePLUS®



Four years ago, TitlePLUS revolutionized its offering- rewriting the residential title policy with simplified language and streamlined coverage, building and launching a cutting-edge application portal that is integrated with most conveyancing platforms and can issue a policy within minutes, while offering Legal Counsel Fees to lawyers for the work that they do to prepare and submit a title insurance policy.

The revamped program has yielded impressive results, driving steady growth and earning widespread acclaim from both new and existing customers.

Building on this momentum, we're driving further improvements going forward: working to enhance our commercial offering, expanding software integrations and continually upgrading our systems. By streamlining and innovating our products and services, lawyers can focus on delivering exceptional value, advocacy, and service to their clients in real estate transactions, which is and will always remain TitlePLUS' core mission: keeping the lawyer central and integral to the real estate transaction.

Did you know?

TitlePLUS stands proudly as Canada's only 100% domestically owned title insurer, offering unparalleled protection with the most comprehensive errors and omissions coverage in the industry- included automatically in most policies at no additional cost. Every policy written with us has been submitted by the lawyer involved in the transaction.

Real Estate consistently ranks among the highest for claims by area of practice. As such, it's crucial to understand the coverage of the title insurance policy and how it will impact you as the lawyer and your clients- the homeowner and the lender- in the event of a claim.

Other title insurer claims scenario: A lawyer closes a purchase of vacant land but misses adding one of the PINs on a transfer due to an administrative error. When their client attempts to later sell the property, the missing PIN is discovered to be in the prior owner's name. The client submits a claim under the title insurance policy. However, since coverage is limited to the land as legally described in Schedule A, the claim is denied. Further, although the policy included a legal protection endorsement, it is subject to the same exclusions, conditions, and exceptions of the title insurance policy and unfortunately, there is no coverage.

The TitlePLUS difference: This claim scenario would have been covered if the lawyer had ordered a TitlePLUS policy, as a TitlePLUS policy explicitly states there is coverage if the lawyer: "Commits an error or omission in providing legal services for the Transaction for which liability is imposed by law."

Unlike TitlePLUS, other title insurers offer packages that contain limited coverage, protecting against only minor errors and omissions and capping claim payouts at restrictive monetary limits.

A TitlePLUS policy has no limitations on payouts other than the policy amount.

Lastly, some legal service options from other title insurers require the lawyer to purchase the coverage each time they order a policy. This additional step can be easily missed, especially in a time of competing priorities and busy days. With a TitlePLUS policy, there are no extra steps. Legal Services Coverage is automatically included in most policies – no missed coverage, no extra input, and no extra charge.

TitlePLUS earns high praise from lawyers and clerks:

"They're very helpful at digging deeper and trying to find out what the issue is and understanding what that issue is so you can get the right coverage for your client."

"They probably have the best customer service of any title insurance company I've used."

"You can phone in and speak to the underwriters who are lawyers and knowledgeable in real estate law to walk you through any stumbling blocks."

What does it mean to be backed by LAWPRO?

- TitlePLUS coverage for lawyers' errors and omissions is provided without exception, without exclusion and without conditions
- Zero potential on most policies for a gap in coverage between your title insurer and your E&O insurance provider
- TitlePLUS coverage, backed by LAWPRO = no E&O claim and therefore no deductible and no claims history levy surcharge
- One complete title insurance policy keeping claims out of the LAWPRO E&O portfolio which is better for all lawyers practicing in Ontario



Risk management
practicepro.ca



Additional professional
liability insurance
lawpro.ca/excess



Title insurance
titleplus.ca



[AvoidAClaim.com](https://www.avoidaclaim.com)



[LAWPRO](https://www.linkedin.com/company/lawpro)



[LAWPRO insurance](https://www.facebook.com/lawproinsurance)
[TitlePLUS Home Buying Guide – Canada](https://www.facebook.com/titleplus)



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