Your Professional Liability Insurance Policy

The Canadian Lawyers Insurance Association Lawyers' Professional Liability Insurance Group Policy is available on the Saskatchewan Lawyers' Insurance Association website. The following chart summarizes your coverage under Part A, the general liability coverage. The actual terms of the Policy, rather than this Summary, govern coverage.

COVERAGE AT A GLANCE

	Risks	Covered – yes or no?
WHO	Lawyers in private practice	Yes
	In-house counsel except those subject to the Saskatchewan government institutions exception discussed below	Yes
	Legal Aid staff lawyers	Yes
	Lawyers who were insured at the time of the alleged occurrence but who are now retired or in a position that does not require insurance	Yes
	Lawyers employed by the Federal Department of Justice or the Public Prosecution Services of Canada	No
	Lawyers employed by or on an exclusive contract with a Saskatchewan government institution as defined in *The Freedom of Information and Protection of Privacy Act*	No
	Pro Bono members as defined in the Rules of the Law Society of Saskatchewan	Yes
WHAT ACTIVITIES	Error made in the rendering of professional services to others	Yes
	Services normally provided or supervised by a lawyer within the scope of the usual solicitor/client relationship	Yes
	Services rendered in alternative dispute resolution as an arbitrator or a mediator	Yes
	Services as an executor, administrator, trustee, personal representative, committee, guardian, or patent or trademark agent	Yes, if connected with and incidental to your law practice
	Ancillary activities (activities of a quasi-legal or non-legal nature including financial investment and accounting services, brokerage services and real estate development and appraisal)	No
	Theft or misappropriation of trust funds or property	No, covered by the Special Fund administered by the Law Society of Saskatchewan
	Dishonest, fraudulent or criminal acts or omissions	No, although innocent partners may be covered
	Malicious acts or omissions (such as defamation, malicious prosecution)	No, although the insurer will reimburse reasonable defence costs incurred in a successful defence of a malicious prosecution or other allegedly malicious act
	Penalties assessed against an insured under Section 163.2 of the *Income Tax Act* or under the *Proceeds of Crime (money laundering) and Terrorist Financing Act*	No, although the insurer will reimburse reasonable defence costs incurred in a successful defence
	Fines or penalties assessed against an insured under the *Personal Information Protection and Electronic Documents Act* (PIPEDA)	No, although the insurer will reimburse reasonable defence costs incurred in a successful defence of prosecutions under certain specified sections of the Act. Also, see Part D of the CLIA Policy: Cyber Liability Insurance
	Physical damage to tangible property	No
	An insured acting in the capacity of a director or officer	No, but see the Law Society Outside Directorship Liability Insurance

	Damage to or loss of use of tangible or intangible property, loss of data, disclosure of confidential information, from computer viruses or unauthorized interference with internet connection, network computer or telecommunication device	Excluded from the basic liability insurance provided by Part A of the CLIA Policy, but see Part D of the CLIA Policy: Cyber Liability Insurance
	Fines or penalties	No
	Punitive or exemplary damages or unpaid or unbilled legal fees or disbursements or fees that have been paid but that the insured is asked to return, even if claimed as general damages	No
	Costs awarded personally against an insured as a result of the insured's conduct in litigation.	No
WHERE	Professional services provided in another Canadian province pursuant to the National Mobility Agreement	Yes
	Professional services provided from an office outside of Canada	No
	Practise of laws of a non-Canadian jurisdiction	No
WHEN	Mistakes made while a lawyer was insured, even if not discovered until after the lawyer retired or moved to an uninsured position	Yes
	Claims reported as soon as practicable after learning of a claim or circumstance that might give rise to a claim, however unmeritorious	Yes
HOW MUCH	Claims up to $1 million inclusive of defence costs	Yes
	Claims over $1 million	No, unless your firm purchased CLIA excess insurance
DE-DUCTIBLE	Standard	$5,000
	Missed limitation period or Real Estate Matter	$7,500
	Representation of two or more parties adverse in interest	$10,000