E & O Claims – How they come about and the lessons that can be learned

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1. Introduction

The environment for insurance brokers has grown increasingly litigious. Claims alleging broker negligence have increased in both frequency and quantum. As a result, it has become ever more prudent for brokers to ensure they act in a certain manner to avoid findings of negligence. This paper will review the recent trends in Canadian courts as well as recent case law to provide a list of best practices for brokers to ensure they meet the requisite standard of care.

2. E & O Insurance Policies

Brokers require professional liability insurance. Professional liability insurance policies, which are more commonly referred to as errors and omissions (E & O) policies, cover liability arising out of the provision of professional services.[1] E & O policies are designed to address the special niche created by professional negligence claims prevalent in the insurance industry.[2] E & O insurance policies are extremely specialized to suit the particular coverage requirements of the professional.[3] For the purposes of insurance contracts, professionals are those who embrace a mental or intellectual exercise in a recognized discipline, applying special skills, knowledge, and training.[4] E & O insurance can be obtained by an insurance broker to protect itself against civil liability and financial loss as a result of negligence.[5]

3. What are E & O Claims?

E & O policies are claims-based policies (rather than occurrence-based policies) to allow insurers to better assess risk. E & O claims arising from the provision of professional services may not be known for many years after the broker's alleged negligence.[6] When a claim is made against the broker, the E & O policy will require the broker's insurer to defend and indemnify the broker against the claim.

In order for an insurer to be liable to indemnify a broker for an E & O claim, the following requirements must be met:

1. The insurer must have a legal obligation to pay damages on the part of the broker;
2. The damages must arise from the broker's performance of or its failure to perform its professional services defined in the E & O policy; and
3. The claim against the insurance broker must be made during the policy period.[7]

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[1] M.B. Snowden, et al., *Annotated Commercial General Liability Policy*, Volume 2 (Toronto: Canada Law Book, 2013), at 24A:20.1.
[2] H. Saunderson, et al., *Commercial General Liability Insurance* (Toronto and Vancouver: Butterworths, 2000), at page 71.
[3] T.J. Donnelly, et al., *Insurance Law in Canada*, Volume 2 (Toronto: Carwell, 1984), at 18-193.
[4] G.G. Hilliker, *Liability Insurance in Canada*, 5h ed (Markham: LexisNexis, 2011), at page 343.
[5] S. Ip, "Errors & Omissions Insurance: An Update on Legal Issues" (2012) Clark Wilson LLP, page 1
[6] *Ibid.*
[7] *Supra* note 3, page 18-194.

The Supreme Court of Canada has established when coverage under a claims-based policy is triggered. As a general rule:

> for a 'claim' to be made there must be some form of communication of a demand for compensation or other form of reparation by a third party upon the insured, or at least communication by the third party to the insured of a clear intention to hold the insured responsible for the damages in question[8]

Therefore, the duty to defend a broker under an E & O policy is triggered after the broker receives such a demand.[9]

4. Trends in Canada

Between 2006 and 2011, E & O claim frequency has increased by 35%.[10] It was reported that claims against brokers in excess of $1 million have reached an all-time high.[11] In 2009, an insurer settled an E & O claim brought against a broker in Ontario for $2.9 million, representing the largest payment in E & O claims history.[12]

Approximately half the claims against brokers arise from commercial lines, with the other half from personal lines.[13] With respect to transactions, 10% of claims against brokers arose from mid-term changes, customer inquiries, and cancellations.[14] 15% of claims arose from policy renewals and 50% arise from new business (for new and existing clients).[15]

40% of the claims arose from new business come from existing clients, with the remainder from new clients.[16]

With respect to process, 10% of E & O claims against brokers arose from application error, cancellation error, and binder error.[17] Mid-term changes represented a further 10% and policy issuance errors represented a further 20% of the claims against brokers.[18] Almost 40% of the claims against brokers related to errors in assessing the client's risk (i.e. identifying exposures) and errors making recommendations regarding coverage and limits.[19]

Regarding the allegations brought against the broker, 10% of the claims involved allegations of failing to adequately explain policy items and delivering incomplete/inaccurate information to the insurer.[20] Failing to recommend adequate limits and/or coverage was alleged in a further 10%

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[8] *Reid Crowther & Partners Ltd. v. Simcoe & Erie General Insurance Co.*, (1993) 99 DLR (4th) 743, affirming (1991) 47 CCLI, reversing (1990) 45 CCLI 172 (Man. Q.B.).
[9] *Supra* note 5, page 3.
[10] H. Fardy, "Broker Fail" (2011) Canadian Insurance Top Broker, page 1.
[11] *Ibid*.
[12] *Ibid*.
[13] *Ibid*.
[14] *Ibid*.
[15] *Ibid*.
[16] *Ibid*.
[17] *Ibid*.
[18] *Ibid*.
[19] *Ibid*, page 2.
[20] *Ibid*.

of the claims.[21] Another 10% involved allegations of failing to identify exposures.[22] However, over 25% of the claims against brokers involved allegations of failing to procure coverage (i.e. not obtaining coverage or the right coverage for clients).[23] It was reported this involved failing to advise clients of gaps in their coverage.[24]

5. How do E & O Claims against Brokers Arise?

A review of the case law indicates claims against brokers arise out of allegations that the broker has not met the requisite standard of care. These claims contain a variety of allegations such as failing to assess a client's exposure or failing to do so after a change in circumstances, failing to advise a client in light of a change in circumstances, failing to provide the requested coverage, failing to report a material change in risk to an insurer, and breaching a fiduciary duty owed to a client. In each of the following cases, the broker in question was found to have breached the requisite standard of care for failing in one of the above manners.

a. Failing to appreciate the insured's exposure

The courts have held brokers liable in negligence for failing to ascertain the appropriate coverage required of their clients. While not as high as the $2.9 million settlement in 2009, the court in *Bronfman v. BFL Canada Risk and Insurance Services Inc.*, 2013 ONSC 5372, awarded the insured over $2.3 million as a result of the broker's negligence for failing to appreciate the fact that the insureds owned valuable jewellery in excess of the nominal coverage limits for the jewellery provided in the policy that was obtained.

In *Bronfman*, the insureds returned home from a dinner party to find a break-in had occurred at their home. A 310-pound safe had been removed which contained expensive jewellery. The insureds made a claim through their broker. However, they were informed that their policy had a coverage limit of only $20,000. The insureds sued their broker alleging negligence for failing to warn them about the policy limits.

The court made it a point to note how wealthy the insureds were. Mr. Bronfman was a successful businessman who owned a company worth over $100 million. Some of the jewellery had been bequeathed to Mrs. Bronfman, who grew up accustomed to a life of comfort and luxury. The rest were gifts from Mr. Bronfman. The insureds also lived in a very large home in an exclusive community in central Toronto. The home itself covered 20,000 square feet. They also owned several luxury cars and boats. In addition, the insureds were socially and philanthropically active in their community.

Mr. Bronfman had previously used the broker for his business. Before the break-in, he decided it made sense to have his personal insurance and corporate insurance handled by the same broker.

[21] *Ibid.*
[22] *Ibid.*
[23] *Ibid.*
[24] *Ibid.*

The broker's promotional material indicated its role was:

- To be alert to any issue affecting the client's risk profile;
- To offer services aligned with the corporate philosophy and in support of the achievement of both insurance/risk management and business objectives and priorities;
- To provide proactive insight, vision and advice aimed at reducing the client's total cost of risk.

After a review of the promotional materials, the court said that the broker was to carry out its responsibilities with care and without negligence. The court also found that a broker must inform itself of the insured's business in order to assess and insure against the foreseeable risks. No meeting occurred between the insureds and the broker. No review of the extent and nature of the insureds' personal property, specific insurance needs, or comparative cost of various insurance products took place. The court found the broker "only did the bare minimum" with very little consideration of the coverage the insureds needed.

During the trial, an expert was called to determine whether the broker had met its standard of care. The expert testified that it was the broker's role and obligation to explain the extent of coverage to its clients and point out any relevant gaps in light of the particular needs of those clients. Specifically, the expert opined that the broker:

- Failed to meet with the insureds to review in detail their personal insurance needs;
- Failed to attend at the insureds' home to gain a full appreciation of the property and lifestyle considerations which would affect their insurance needs;
- Failed to advise the insureds with respect to existing gaps in their coverage, including specific low and inadequate coverage limits for jewellery; and
- Failed to advise the insureds that additional insurance to provide coverage for the jewellery was available or make recommendations regarding adequate coverage for jewellery.

The court agreed with the expert's opinion and found that the broker was obliged to conduct a thorough review of the insureds' insurance needs. This was never done. In addition, the court found the insureds' needs would change over time. Accordingly, periodic reviews should also have been conducted. These were never done either.

The court concluded that the insureds were very wealthy people whose lifestyle was known to the broker as a result of handling Mr. Bronfman's corporate needs. The broker should have reviewed the inadequate jewellery coverage with the insureds. The court ultimately found the broker had breached its standard of care. As a result of the broker's negligence, the court found it was fully liable for the insureds' loss. The court awarded the insureds the value of the jewellery which was assessed at over $2.3 million.

This case demonstrates that brokers must ascertain the appropriate amount of coverage for their clients by reviewing their insurance needs in order to meet their standard of care. The broker must communicate with the insured to do so. A broker must also make periodic reviews of these insurance needs as they may change over time.

b. Failing to ask questions to assess exposure after a change in circumstances

In many cases, the courts have found brokers have breached the standard of care owed to their clients for failing to ask relevant questions. Such was the case in *McIntosh v. Royal & Sun Alliance Insurance Co. of Canada*, 2007 FC 23. In *McIntosh*, the issue before the court was whether the broker met the standard of care after failing to ask relevant questions about the insured's plans for his boat.

The insured purchased a boat and contacted a broker to obtain coverage. The broker was aware the insured planned to use the boat for commercial purposes in the future. However, the broker suggested that the boat could be insured for personal use in the interim. Accordingly, the insured obtained a personal insurance policy. That policy specifically provided that the boat would be used for private purposes and not "chartered or leased or used for any commercial purpose". Subsequently, the policy was renewed under the same terms. The broker did not discuss the insured's use of the boat at that time.

The insured then began using the boat for commercial purposes without obtaining commercial insurance. The boat was stolen and the insured made a claim under the policy. Since the insured had been using the boat for commercial purposes, the insurer denied the claim. The insured then sued the insurer and the broker.

The insurer argued that the insured knowingly breached the policy by using the boat for commercial purposes. The court agreed and found the insured knew its policy specifically prohibited commercial use. The court found the insurer was not liable for the insured's loss.

However, with respect to the insured's claim against the broker, the insured argued that it had improperly advised him. The court found the broker had failed to meet its standard of care. The court said the broker had an obligation to explore the insured's business plans to determine whether those plans had any implications on the insured's coverage. Since the broker did not meet this obligation, the court found it failed to meet its standard of care.

Fortunately for the broker, while the court found it had breached the standard of care, there was no causal link between the broker's actions and the insured's loss. The court found the insured knew he was not to use his boat for commercial purposes and that by doing so would place his insurance coverage in jeopardy.

From this case it can be observed that brokers owe a duty of care to insureds to ensure coverage in the event of a loss.[25] A broker's duty involves asking the necessary questions and having the necessary discussions to ascertain the insured's exposure, especially when the broker learns of a future change in circumstances.[26] Failing to have these discussions will result in the broker falling below the standard expected of a prudent insurance broker.[27]

[25] *Supra* note 5, page 15.
[26] *Supra* note 5, page 15.
[27] *McIntosh v. Royal & Sun Alliance Insurance Co. of Canada*, 2007 FC 23, at para 152.

c. Failing to advise given a change in the insured's circumstances

The courts have found brokers negligent for failing to ask their clients questions when they learn of a change in the insured's circumstances and accordingly fail to discuss alternative insurance policies that are available. In *Beck (Estate) v. Johnston, Meier Insurance Agencies Ltd.*, 2010 BCSC 719 (unanimously upheld on appeal in 2011 BCCA 250), the court found a broker negligent for failing to ask the insured questions upon learning she had moved out of her house.

In *Beck*, the insured (Mrs. Beck) and her husband obtained a homeowners' insurance policy which excluded intentional acts of an insured. Both her and her husband were named as insureds. Mrs. Beck eventually separated from her husband and moved out of the house in 2005. Her broker was informed on three separate occasions that Mrs. Beck had changed her residence. However, the broker did not question her to provide advice regarding her home insurance needs. The broker simply renewed the policy which named both Mrs. Beck and her husband as insureds and excluded intentional acts by an insured. Her husband continued to live in the house. Tragically, in November 2007, Mrs. Beck was murdered by her husband. Her husband then proceeded to burn down their former house and killed himself. Mrs. Beck's estate made a claim for the value of the house. However, since the policy contained an exclusion for intentional acts by an insured and Mrs. Beck's former husband was still named as an insured, the claim was initially denied. Eventually, the claim against the insurer was settled for 50% of the value of the house. Mrs. Beck's estate then brought a claim for the balance against the broker.

In its decision, the court first outlined a broker's duty. First described by the Ontario Court of Appeal[28] and cited with approval by the Supreme Court of Canada[29], the courts have said brokers owe a duty to their customers "to provide not only information about available coverage, but also advice about which forms of coverage they require in order to meet their needs." The court found there were three occasions when Mrs. Beck contacted her broker about her insurance where the broker failed to question her or provide advice about her insurance needs.

In September 2006, Mrs. Beck purchased tenant's insurance for the new apartment she began to rent after moving out of her former home. The court found this was a clear indication she was living somewhere else. However, the broker failed to ask her questions or provide advice regarding the insurance on her former home.

In January 2007, Mrs. Beck cancelled her tenant's insurance policy because she decided to move in with her parents. The broker did not ask Mrs. Beck about her insurance needs regarding her former home. Instead, one of the broker's employees left Mrs. Beck an unreturned voicemail message and renewed the home insurance policy for an additional year. The court found the broker's file indicated the broker had received information that Mrs. Beck and her husband had separated and that Mrs. Beck had moved out of the matrimonial home.

In the summer of 2007, Mrs. Beck attended the broker's office to pay its invoice. Evidence was provided that Mrs. Beck was upset she was paying for the insurance while her estranged husband

[28] See *Fine's Flowers Ltd. v. General Accident Assurance Co.* (1997), 17 OR (2d) 529 (CA).
[29] See *Fletcher v. MPIC*, [1990] 3 SCR 191 at 216.

was still named as an insured. The court found this was yet another missed opportunity for the broker to question Mrs. Beck about her insurance needs and provide advice.

During the trial, an expert was called to give an opinion on the broker's standard of care. He opined that it was standard practice for a broker to make enquiries of a client once it was known that she had separated from her husband and was no longer living at the insured home. It would then be standard practice for the broker to remind the client that any loss caused by the intentional acts of her husband would exclude coverage under the policy. Once these issues were raised with the client, it would have been standard practice to discuss the option of changing her insurance policy.

Accordingly, the court found that the broker did not meet the requisite standard of care. There were three separate occasions where the broker failed to make proper inquiries to ascertain Mrs. Beck's home insurance needs. As a consequence, the court found the broker was liable to the estate of Mrs. Beck for the balance of the value of the house not covered by the previous settlement with the insurer.

This case demonstrates the importance of the legal obligation for a broker to be proactive when it learns of a change in the insured's circumstances.[30] Once the broker knows about the change, it is imperative to ask questions to determine if a change in coverage is warranted and to advise appropriately.[31]

d. Failing to provide the requested coverage

The courts have found broker's liable in negligence and breaching their standard of care by failing to provide insureds with the requested amount of coverage. In *CIA Inspection Inc. v. Dan Lawrie Brokers*, 2010 ONSC 3639, the broker was found liable for failing to provide the insurance coverage requested by a client.

In *CIA Inspection Inc.*, the insured operated a global business inspecting oil refinery coke drums. The insured used sensors, which it built, to conduct inspections. In November 2003, a drill stem operator accidentally caused a sensor to fall 150 feet to the bottom of a coke drum at a refinery in Venezuela. The insured made a claim through its insurance broker to its insurer. However, the claim was denied because the policy only covered the sensor while it was in transit and not while in use on site. The insured thought its loss was covered and sued its broker for the gap in coverage.

The insured had previous insurance which covered the sensors with no distinction between on site and in transit coverage. The insured was informed the previous policy would not be renewed beyond February 2002. As a result, the insured contacted its broker to obtain replacement coverage. The insured made it clear that he wanted to replicate his previous insurance. The broker obtained insurance and the insured paid its premium for a year.

[30] *Supra* note 5, page 17.
[31] *Supra* note 5, page 17.

However, the actual policy was never produced to the insured. In the spring of 2002, the broker was able to obtain a cover note of the policy which specifically excluded coverage of the sensors while on site. The broker then informed the insured and advised it to seek legal counsel. The insured then tried to obtain the policy from the broker to determine its coverage but to no avail. Coverage was not determined and the policy was never provided to the insured. The insured then suffered the loss in November 2003.

The court had to determine whether the insured would have requested on site coverage of its sensors had it known of the lack of coverage in the current policy. The court found on a balance of probabilities that the insured would have requested the on site coverage. The court made it a point to say that normally, a broker would forward a copy of the policy to the insured and should know the extent of the policy's coverage. The court found the broker's handling of the matter was "sloppy". In the end, the broker was liable for failing to obtain the coverage requested by the insured. However, the court also found the insured was 33% liable for its loss for not acting prudently to determine the extent of its coverage.

This case indicates brokers must ensure that the coverage requested of their insureds is in fact issued by the insurer. Brokers must also obtain the policy from the insurer and provide it to their insureds to avoid any misunderstandings about its coverage.

e. Failing to report a material change in risk to the insurer

A broker risks a finding of liability against it for failing to report a material change in risk and failing to provide appropriate advice to the insured. Such was the case in *Keizer v. Portage LaPrairie Mutual Insurance Co.*, 2013 NSSC 118. In that case, the insured retired in 2008 and decided to set up a home based woodworking shop in his garage. He would perform carpentry and furniture repair. The insured was also hired by Home Depot to install kitchen cabinets and counter-tops. The insured contacted his broker and informed it of his new business activities and relied upon the broker to obtain the necessary coverage.

The broker then requested a quote from the insurer. However, the broker only referred to the work the insured was performing for Home Depot. The broker failed to inform the insurer about the woodworking shop in the insured's garage. The sole source of heat for the woodworking shop was a wood stove. Based on the information provided by the broker, the insurer issued a commercial lines policy covering the insured's tools and providing various liability coverage (all related to the Home Depot work).

At the time of the policy's renewal, the insurer sent the broker a renewal questionnaire. However, the broker did not review the questionnaire with the insured. The broker did not confirm the currency of its business activities. Instead, the broker filled out the form on his own based on his general knowledge of the industry. The broker signed the questionnaire and sent it back to the insurer. As a result, the insurer was not made aware that the insured was operating a woodworking shop heated by a wood stove.

In September 2009, a fire broke out in the area of the insured's wood stove resulting in property damage. The insured made a claim through his insurer. However, once the insurer found out the

garage had been used as a woodworking shop whilst heated by a wood stove, it denied the claim because there had been an unreported material change in risk. The insured sued its insurer and the broker.

The court found that the insurer had never been made aware the insured was using his garage as a woodworking shop heated by a wood stove. This was beyond its risk tolerance. Had the insurer been made aware of the insured intended home business, it would have declined to provide the coverage sought by the broker. The claim against the insurer was dismissed.

However, the court found the broker had been negligent for two reasons. First, the broker failed to inform the insurer of the insured's home based business. The court found that once the broker knew of the insured's intended business activities, it had a duty to inquire and ascertain whether such activities might constitute a material change in risk under the policy. The broker also had a duty to advise the insured if it became aware of circumstances that would result in a loss of coverage. Second, the broker failed to confirm the currency of the insured's business activities when completing the insurer's renewal questionnaire. The court found both failings caused the insured's loss of coverage and thus liable for the insured's loss as a result of the fire.

The court also said that the loss could have been averted had the broker properly handled the renewal questionnaire. The broker should have contacted the insured to confirm the currency of information requested by the insurer. Instead, the broker took a short-cut and filled out the questionnaire on his own based on general knowledge of the industry. Taking this "short-cut" constituted a breach of a broker's standard of care.

This case demonstrates the importance of recognizing material changes in risk. Once found, the broker has an obligation to inform the insurer and advise the insured of the circumstances for a loss of coverage. It is also equally important for brokers to make contact with the insured to ascertain current information about their activities. The broker can then provide the insurer with accurate information and meet its standard of care.

f. Breach of Fiduciary Duty

The courts have found that a broker owes its clients a fiduciary duty. The broker is required to act in the best interest of the client.[32] This includes an awareness of the insurance the client needs, warning the client of any gaps in their insurance, and providing the appropriate advice.[33] In *National Crane Services Inc. v. AON Reed Stenhouse*, 2007 SKQB 31, the court found a broker had breached its fiduciary duty to the insured and was negligent for failing to advise its client of a gap in its coverage related to business interruption loss.

In *National*, the insured operated a crane rental business. If a customer required an object to be moved, it could retain the insured to provide a crane and an operator. In 1998, the insured accepted a contract to move a printing press worth $200,000. However, the insured only had a comprehensive commercial insurance policy which covered up to $50,000 for items moved by crane. The insured requested an increase in the coverage limit to $250,000. An additional rider

[32] *Supra* note 5, page 18.
[33] *Supra* note 5, page 18.

was obtained. However, neither the insured nor the broker reviewed the exclusions contained in the rider.

The insured then proceeded with the contract to move the printing press. Unfortunately, when the printing press was approximately 30 inches from the ground, the crane's winch released and the press fell to the ground. The customer's insurer brought a subrogated claim against the insured for the cost of a new press as well as business interruption loss. The claim totalled $420,000. In a negotiated settlement, the insurer paid the coverage limit of $250,000 and the insured paid an additional $35,000 to resolve the matter.

Only after the printing press incident and the claim against the insured, did the broker read the exclusions contained in the additional rider. The rider excluded claims for business interruption loss. The broker subsequently learned that no insurer covered business interruption loss of a customer of a crane owner. The insured then brought a claim against its broker alleging breach of fiduciary duty and negligence.

The broker submitted that a claim for business interruption loss was not a foreseeable risk. The court disagreed and found the broker had breached its fiduciary duty owed to the insured. The broker undertook to advise its clients on insurance coverage based on his knowledge of its clients' needs. The court found the broker should have known that a claim for business interruption loss was a foreseeable risk and that there was a gap in the insured's coverage regarding claims for business interruption loss. The broker also should have read the exclusions of the additional rider and advised the insured accordingly. The court said brokers are knowledgeable about insurance matters, including available coverage, insurable interests, and the nature of the client's business and its insurance needs. Since the broker failed to advise of the gap in coverage, failed to read the exclusions regarding business interruption loss, and failed to recognize business interruption loss as a foreseeable risk, the court found the broker had breached its fiduciary duty to the insured and was negligent.

The above case demonstrates the importance of brokers fulfilling their fiduciary duties and acting in the best interests of their clients. This requires reading the exclusions of a policy and advising the insured accordingly. Failing to contemplate a foreseeable risk does not discharge the obligation to obtain appropriate coverage. As a result of this failure, brokers will be held liable for breaching their fiduciary duty.

6. Top Ten Best Practices

From a review of the trends and case law above, it is recommended that brokers:

1. Use tools such as questionnaires and check lists to clearly understand their client's needs.[34]
2. Keep current on the products available to address their client's risk exposures.[35]
3. Provide clear and definite advice to the client while obtaining decisions and instructions from the insurer in writing.[36]

[34] *Supra* note 10, page 2.
[35] *Ibid.*
[36] *Ibid.*

4. Document files in an accurate and adequate manner for every action and interaction with either the client or the insurer.[37]
5. Ask the necessary questions and have the necessary discussions to ascertain the insured's exposure.[38]
6. Conduct initial and periodic reviews of the insured's insurance needs to provide appropriate coverage.[39]
7. Be proactive once a change in the insured's circumstances is known. Ask questions to determine if a change in coverage is warranted and advise the insured appropriately.[40]
8. Recognize material changes in risk, maintain current records of the insured's circumstances, and provide the insurer with accurate information about the insured.[41]
9. Obtain the coverage requested by the insured. Provide the policy to the insured immediately to avoid misunderstandings about coverage.[42]
10. Act in the insured's best interest. Read the exclusions in the policy and advise the insured immediately of any gaps in coverage.[43]

7. Conclusion

Adhering to the top ten practices described above will not necessarily preclude a finding of negligence on the part of a broker. However, a review of the recent case law indicates following the above practices will significantly decrease the risk of a court finding a broker negligent in the performance of its duties. By remaining proactive, current, and accurate in its communication with both the insured and the insurer, brokers can limit their liability against a potential E & O claim brought against them.

[37] *Ibid.*
[38] See *McIntosh v. Royal & Sun Alliance Insurance Co. of Canada*, 2007 FC 23.
[39] See *Bronfman v. BFL Canada Risk and Insurance Services Inc.*, 2013 ONSC 5372.
[40] See *Beck (Estate) v. Johnston, Meier Insurance Agencies Ltd.*, 2010 BCSC 719, aff'd 2011 BCCA 250.
[41] See *Keizer v. Portage LaPrairie Mutual Insurance Co.*, 2013 NSSC 118.
[42] See *CIA Inspection Inc. v. Dan Lawrie Brokers*, 2010 ONSC 3639.
[43] See *National Crane Services Inc. v. AON Reed Stenhouse*, 2007 SKQB 31.