

Application for Excess Errors and Omissions Insurance for Lawyers

THE APPLICANT

1. Name of Firm:

If more than one legal entity, please indicate the relationship between each:

(Please note that an insurance policy cannot be shared unless there is a financial interest.)

2. Website Address (if applicable):

3. Address:

4. Location of Branch Offices:

5. Date operations began:

6. Predecessor Firms

List all former names, firms, practices purchased or dissolved where the Applicant is responsible for maintaining in force the professional liability and requires coverage.

Name of Firm

Date Established

Date Ceased to Operate

7. Nature of the Firm: Private Practice

In-house Corporate Counsel

8. Annual Gross Billings for the Firm

(YYYY/MM/DD)

CAD \$

Last Actual audited – Financial year ending

Estimated for current – Financial year ending

Anticipated for next – Financial year ending

9. (a) Supply the following information for each lawyer in the Firm (including the Applicant if an individual). If insufficient space, supply information on a schedule.

Name	Year Admitted to the Bar	In the Applicant's Service since	(a) Partner (b) Employee	(c) Counsel (d) Other (specify)
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- (b) Please indicate the number of individuals for each support staff category.

Number of Individuals	Number of Individuals
Articling Student	Secretaries, Clerks
Legal Technicians	Other (specify)
Other Para-Legals	TOTAL SUPPORT STAFF:

10. Does the Firm provide services or perform activities outside Canada or for clients who are outside Canada? YES NO

If yes, please provide full details for our review and acceptance and indicate the services provided as well as the location and the gross annual fees or income from the past year and anticipated for the next year.

FIELDS OF PRACTICE

11. Describe your practice by giving the percentage of time spent on each of the following activities during the past year.

Activities	%	Activities	%
Administrative		Labour	
Civil General		Litigation	
Corporate or Commercial		Mergers and Acquisitions	
Criminal		Municipal	
Environment		Patents, Copyright	
Estates and Wills		Real estate Residential	
Expropriation		Commercial	
Family		Securities	
Immigration		Tax	
Insurance		Teaching or Research	
International		Transport	
		Other (specify)	
		TOTAL	

PROCEDURES AND CONTROLS

12. LIMITATION OF ACTIONS

(a) What system do you use to control limitation of actions?

CONFLICT OF INTEREST

(b) Do you have a written control system for maintaining client lists and identifying actual or potential conflicts of interest?
YES NO

(c) How does the firm maintain its conflict of interest avoidance system

INSURANCE COVERAGE

13. Schedule of Underlying Insurance:

Insurer	Policy Period	Limit	Deductible
		\$	\$
		\$	\$
		\$	\$

14. (a) Has the Applicant ever previously purchased excess professional or errors and omissions liability insurance?
YES NO

(b) If yes, please give the following details for the last three years:

Insurer	Period	Expiring Premium	Limit	Deductible
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

15. Has insurance coverage ever been declined or cancelled or the renewal thereof been refused?
YES NO

If yes, please attach details.

LOSS EXPERIENCE

16. (a) With respect to the coverage applied for by this application, has the Applicant or any of his/her employees ever been the recipient of any allegations/claims in the past five (5) years?
YES NO

If yes, please complete the attached Appendix "A".

(b) Is the Applicant or any of his/her employees aware of any facts, circumstances or situations which may reasonably give rise to a claim in the past five (5) years, other than as advised above?
YES NO

WITHOUT LIMITATION OF ANY OTHER REMEDY AVAILABLE TO THE INSURER, IT IS AGREED THAT IF THERE BE KNOWLEDGE OF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION, ANY CLAIM OR ACTION SUBSEQUENTLY EMANATING THEREFROM IS EXCLUDED FROM COVERAGE UNDER THE PROPOSED INSURANCE.

SUSPENSION, DISCIPLINARY MATTERS

17. Of the lawyers mentioned in question 9 above, are there any who have ever been suspended, prohibited from practicing or the recipient of a disciplinary complaint? YES NO

LIMITS REQUESTED

18. Per claim: Per policy period:

Please note that the proposed insurance will be effective at a date determined by the insurers.

THE POLICY TO BE ISSUED, IF SO REQUIRED, CONTAINS THE FOLLOWING CONDITIONS:

The limits of the RETAINED AMOUNT and deductible thereunder shall be maintained by the INSURED in full effect during the currency of this policy except for reduction of such limits by exhaustion of aggregate limit (if any) contained therein solely by payment of LOSSES covered under the RETAINED AMOUNT. Failure of the INSURED to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the INSURERS shall be liable only to the extent that they would have been liable had the INSURED complied therewith.

APPLICANT'S CONSENT TO THE TRANSMISSION OF THE INFORMATION CONTAINED IN THE APPLICATION FORM

I hereby acknowledge that the information collected in the Application form is acquired by my insurance broker to be transmitted to ALIGNED Insurance Inc. for the sole purpose of obtaining an insurance policy, and will be kept confidential.

Moreover, I authorize ALIGNED Insurance Inc., its insurers or service providers to:

- conduct verification, using outside sources, of the information contained in the Application form, in attached documentation and in subsequently provided documentation;
- in the event of a claim, transmit the submitted and verified information to loss adjusters, lawyers or other similar offices for the purposes of investigating, defending, negotiating or settling any claims, as required.

For information on ALIGNED's privacy policy, please visit: <http://www.alignedinsuranceinc.com/transparency-and-disclosure/>

DECLARATIONS AND SIGNATURE

The undersigned Applicant for this insurance declares that, to the best of his/her knowledge and belief, the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information to facilitate the proper and accurate completion of this Application form. The undersigned further agrees that if any significant change in the condition of the Applicant is discovered between the date of this Application form and the effective date of the policy, which would render this Application form inaccurate or incomplete, notice of such change will be reported immediately in writing to the Insurance Manager.

Although the signing of this Application form does not bind the Applicant to purchase the insurance, the undersigned Applicant agrees that this form and the information furnished pursuant hereto shall be the basis of the contract should a policy be issued and this form will become part of the policy.

Name of Applicant:

Date:

Signature of Applicant:

APPENDIX "A"

Date Became Aware of Circumstances	Date Reported	Claimant	Lawyer Involved	Amount Claimed	Amount Paid/Reserved	Brief Precis of Circumstances Opinion as to Liability	Status Open/Closed

Advice of a circumstance or claim on this schedule does not constitute formal notice to the Insurer.