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Arbitrator and Mediator Professional Liability Insurance Application

www.holmanins.com
www.mediatorinsurance.ca

NOTE: THIS APPLICATION IS AN IMPORTANT DOCUMENT AND IS BEING RELIED ON BY THE INSURER TO DETERMINE WHETHER IT WILL PROVIDE YOU WITH COVERAGE. PLEASE ENSURE THAT ALL RESPONSES ARE ACCURATE.

“**Applicant**” means the individual member detailed in question 1 overleaf below. This Application form must be completed, signed and dated by the **Applicant**. All questions must be answered and where appropriate, “Not Applicable” or “N/A” specified. The completed application form along with additional information provided will form part of the contract of insurance with the Insurer. Any material fact must be disclosed to the Insurer. A material fact is any information which may alter the judgment of an Insurer in assessing the risk. Any material change must be disclosed to the Insurer. A material change is any information which may alter the judgment of an Insurer that has not previously been disclosed as a material fact. Failure to provide all material facts and/or notify all material changes may cause the contract of insurance to be void and may result in the Insurer repudiating liability entirely. The duty of disclosure continues after the dispatch of the completed Application, and any supplementary questionnaire if provided for completion, up until the time and date when a contract of insurance is entered into by the **Applicant**. Accordingly, further or additional information or documentation which may affect anything already stated in or supplied with this Application, and any supplementary questionnaire if provided for completion, should be notified to the Insurer as soon as possible.

By signing this application form, the **Applicant** is consenting to the use of information, including sensitive personal information. Where personal information relates to third parties, the **Applicant** confirms that it has been given the requisite consent to disclose such information to the Insurer for processing. This Application form must be completed and signed by an authorized individual: a partner, principal, active director or member of the **Applicant**.

PROFESSIONAL LIABILITY COVERAGE – “Claims Made” and reported, costs inclusive.

This insurance, is underwritten on a “claims made” basis, which means that if a claim is made against the **Applicant** then the **Applicant** MUST have a current policy in force.

- A. The policy will NOT cover any claims from incidents which take place before the Retroactive Date, if any, or after the expiration of the policy period (subject to the Extended Reporting Period provision).
- B. The policy will provide coverage for claims from incidents which take place on or after the Retroactive Date, if any, but before the beginning of the policy period only if the insured did not know of the incident before the beginning of the policy period.
- C. The policy will NOT cover any loss for which a claim is first made after: 1. The expiration of the policy period or its earlier termination date, if any; or 2. The Extended Reporting Period if any and then only in accordance with the terms described in the policy.
- D. The policy will only cover claims which are first made: 1. During the policy period; or 2. During an Extended Reporting Period if any and then only in accordance with the terms and conditions described in the Extended Reporting Period Section of the policy.
- E. The limits for Defence Costs are included in the limit of liability.

Program Highlights

- Professional Liability optional limits starting at \$1,000,000 per claim / \$2,000,000 Aggregate
- Wrongful Act \$1,000,000 per claim / \$2,000,000 Aggregate
- Libel & Slander \$100,000 per claim / \$300,000 Aggregate
- Unintentional Breach of Confidentiality \$100,000 per claim / \$300,000 Aggregate
- Loss of Document \$100,000 Aggregate
- Personal Information Protections and Electronic Document Act \$50,000 per claim / \$100,000 Aggregate
- Criminal Proceedings Defence Costs \$25,000 Aggregate
- Legal Representation Costs \$1,000,000 Aggregate
- Disciplinary Action Reimbursement \$100,000 Aggregate
- Duty to Defend \$100,000 Aggregate
- Non- Licensed Administrative Staff maximum 2
- Full Prior Acts – No retro-active date
- Optional Run off Extension for 12 months

*Policy Limits up to \$5,000,000 per claim and \$5,000,000 in the aggregate are available.

Optional coverages for World-wide territory, corporate entity, additional insured, cyber, operating online, students or teaching

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COMMERCIAL GENERAL LIABILITY POLICY – “Occurrence Basis” - Optional

- | | |
|---|--|
| Bodily Injury and Property Damage Liability
\$1,000,000- optional limits up to \$5,000,000 | Extensions: |
| <ul style="list-style-type: none">• Personal Injury and Advertising Liability \$1,000,000• Medical Payments \$2,500 per person• Tenants Legal Liability \$1,000,000 | <ul style="list-style-type: none">• Employee Benefits Extension \$1,000,000• Employer’s Liability Extension \$1,000,000• Non- Owned Automobile Liability \$1,000,000 |

Any Arbitrator, Mediator, MIP, IRC or Student that operates in Canada in good standing is eligible to receive the benefits of this program.

**Applicant
Acknowledgement**

Signature

Date

Print Name

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WARNING

If the Applicant receives a claim or becomes aware of a circumstance that may give rise to a claim, the Applicant must contact the Insurer immediately to ensure that the claim notification provisions under the policy are adhered to. Failure to do so could prejudice the Applicant's ability to claim under the Applicant's insurance policy.

PERSONAL INFORMATION OF THE APPLICANT (YOU)

1.a.	Full Name of Applicant :	First Name	Initial	Last Name
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b.	Location Address:	Street Address		
	City	Province	Postal Code	

2.a. Do you operate under a Business Entity or Partnership? Yes No

If yes, Full Name of Business:

Note for Incorporated Business Entity or Partnership Coverage:

This policy being applied for will cover the Business Entity or Partnership if incorporated and up to 2 administrative non-professional staff that do not provide any of the insured services. There is an additional charge for an Incorporated companies and partnerships. All professionals must apply for individual coverage separately.

2 b.	Telephone Number:	Business #	Cell #	
2.c.	Email Address:		Fax #	
	Date of Birth (mm/dd/yyyy)	<input type="checkbox"/> Female <input type="checkbox"/> Male		

QUALIFICATIONS AND EMPLOYMENT

3.a. Date you became a mediator (mm/dd/yyyy)

3.b. Are you a member of Any Association? Yes or No

If yes, Name of Association (FDRIO, OAMF, Mediate Canada, etc)

Membership number and Certification level (if any):

3.c. Province(s) / Territory in which you operate:

4.b. Does the **Applicant** provide services or perform activities outside Canada or for clients who are outside Canada? If yes please provide details. Yes No

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10.a. In the past, has the **Applicant** ever been the recipient of any allegations of professional negligence in writing or verbally? If yes, please provide details. Yes No

b. Is the **Applicant** aware of any facts, circumstances or situations which may reasonably give rise to a claim? If yes, please provide details. Yes No

c. Is or has the **Applicant** ever been the subject of a disciplinary hearing by a regulatory association or body? If yes, please provide details. Yes No

There is no coverage under the proposed policy for any matters as noted in 6.a., 6.b and 6.c. above.

11. Do you obtain an engagement letter in writing from each client prior to accepting client.? Yes No

12. Have any negligence claims ever been made against you whether successful or otherwise? Yes No

13. Have any claims for dishonesty ever been made against you whether successful or otherwise? Yes No

14. Have any complaints or investigations ever been made or undertaken against you? Yes No

15. Have you ever had a document relating to the **Applicant's** activities unintentionally destroyed, damaged, lost or mislaid? Yes No

16. Has the **Applicant** ever been convicted of a criminal offence, other than a motoring offence, or have any prosecution pending? Yes No

17. Have any libel or slander claims, infringement of copyright or breach of confidentiality ever been made against you? Yes No

18. Have any sexual harassment and/or abuse claims ever been made against you? Yes No

19. Are you aware of any circumstances which may give rise to a potential claim or request for indemnity under this professional liability insurance? Yes No

NOTE: If the answer to any of 10-17 above is **YES**, please provide full details:

20. Have you ever had a claim made against you whether successful or otherwise in respect of bodily injury, property damage, premises (including tenant's liability), liability, personal injury, advertising liability or medical expenses? If YES, please give full details: Yes No

21. Do you currently purchase Professional Liability / Errors and Omissions Insurance? If **YES**, please give full details: Yes No

Name of Company:

LIMIT:	DEDUCTIBLE	EXPIRY DATE MM/DD/YY	TYPE OF INSURANCE	PREMIUM
				\$

If you had a "Claims Made" policy and require retro date coverage, please provide evidence of prior insurance policy.

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Professional Services

SERVICES PROVIDED

Please indicate the services you provide by checking the box

- | | | |
|---|--|---|
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Child Support and Expense Disputes | <input type="checkbox"/> Collaborative Practice |
| <input type="checkbox"/> Conferencing | <input type="checkbox"/> Conflict Coaching | <input type="checkbox"/> Early Neutral Evaluation and/or Consultation |
| <input type="checkbox"/> Executive Coaching (not conflict coaching) | <input type="checkbox"/> Executive Mini Trial | <input type="checkbox"/> Facilitation (2-party, not group) |
| <input type="checkbox"/> Group Facilitation | <input type="checkbox"/> Group Intervention (GI) | <input type="checkbox"/> Group Needs Assessment (GNA) |
| <input type="checkbox"/> IRC – Information Referral Coordination | <input type="checkbox"/> Judicial Dispute Resolution (JDR) | <input type="checkbox"/> Judicial Mini Trial |
| <input type="checkbox"/> Mediation | <input type="checkbox"/> MIP - Mandatory Information Program | <input type="checkbox"/> Negotiation Consultant |
| <input type="checkbox"/> Ombudsman | <input type="checkbox"/> Parenting Coordination | <input type="checkbox"/> Pre-FDR Process assisting the parties to select an appropriate FDR process |
| <input type="checkbox"/> Procedural Consultations | <input type="checkbox"/> Restorative Practices / Restorative Justice Circles / Diversion | <input type="checkbox"/> Reunification |
| <input type="checkbox"/> Section 30 assessments | <input type="checkbox"/> Systems Design / Implementation and/or Management | <input type="checkbox"/> Training / Instruction / Coaching |
| <input type="checkbox"/> Training / Instruction / Coaching in the workplace or family | <input type="checkbox"/> Voice of Child reports | <input type="checkbox"/> Workplace Investigations |
| <input type="checkbox"/> Other - Please specify: | | |

OTHER

- If an individual service does not appear in the list above and requires cover, please provide full details below including details of training, accreditation and course syllabus details. (Such activity will have to be specifically agreed and approved by Insurers prior to cover being granted). Please submit this application to Holman Insurance Brokers Ltd. for rating

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PREMIUM CALCULATION & INVOICE

PROFESSIONAL LIABILITY	Annual Premium with \$500 Deduct	Annual Premium with \$1000 Deduct	PREMIUM
▼ Check off one LIMIT OF INDEMNITY			
<input type="checkbox"/> \$1,000,000 Per Claim / \$2,000,000 Aggregate	\$250	\$225	\$
<input type="checkbox"/> \$2,000,000 Per Claim / \$4,000,000 Aggregate	\$300	\$273	
<input type="checkbox"/> \$3,000,000 Per Claim / \$5,000,000 Aggregate	\$330	\$300	
<input type="checkbox"/> \$4,000,000 Per Claim / \$4,000,000 Aggregate	\$358	\$325	
<input type="checkbox"/> \$5,000,000 Per Claim / \$5,000,000 Aggregate	\$395	\$359	
▼ If you answered YES to the following questions loading applies. Check off all that apply.	LOADING		
<input type="checkbox"/> Business Entity – Question 2	Add \$100		\$
<input type="checkbox"/> Worldwide- Question 5	Add \$150		\$
<input type="checkbox"/> Online Internet Training or Videos - Question 6	Add \$150		\$
	Total PROFESSIONAL LIABILITY		\$
Optional: Commercial General Liability	Premium		
<input type="checkbox"/> \$1,000,000 Per Occurrence / \$1,000,000 Aggregate	\$150		\$
<input type="checkbox"/> \$2,000,000 Per Occurrence / \$2,000,000 Aggregate	\$200		
<input type="checkbox"/> \$3,000,000 Per Occurrence / \$3,000,000 Aggregate	\$300		
<input type="checkbox"/> \$5,000,000 Per Occurrence / \$5,000,000 Aggregate	\$400		
<input type="checkbox"/> Additional insured? – Question 8.	\$25 Each		\$
	Total COMMERCIAL GENERAL LIABILITY		\$
	Total PROFESSIONAL LIABILITY AND COMMERCIAL GENERAL LIABILITY		\$
		Policy Fee	\$ 50
		SUB-TOTAL	\$
	TAX For residents of Manitoba add 7% Newfoundland / Labrador add 15% Ontario add 8% Quebec add 9% Saskatchewan add 6%		\$
	Total Including Tax		\$

All premiums are annual and 100% retained.

Please advise the date insurance required is to be effective: _____
MM/DD/YYYY

NOTE: COVERAGE CAN ONLY BE BOUND AND CONFIRMED BY HOLMAN INSURANCE BROKERS LTD.

Please retain a copy for your records as no other invoice will be provided.

Rates are subject to change without notice.

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Protection of the Applicant's Personal Information:

By completing this application and returning it to Holman Insurance Brokers Ltd., the **Applicant** agrees and consents to the collection, use and disclosure of such information, including any personal information, by Holman Insurance Brokers Ltd. For the following purposes:

- Communicating with the **Applicant**
- Assessing the **Applicant's** application for insurance
- Disclosing information to Insurance Companies
- Negotiating, maintaining or renewing insurance on the **Applicant's** behalf
- Providing claims assistance and service.
- Advising the **Applicant** of other products or services
- Complying with regulators and legal authorities

For more information about our privacy policies and practices or for a copy of our Privacy Policy please visit our web site www.holmanins.com or contact our Privacy Officer at Holman Insurance Brokers Ltd.

DISCLOSURE OF MATERIAL FACTS

It is essential that every **Applicant** when seeking a quotation, taking out or renewing an insurance policy reveals to the prospective Insurer(s) any material facts or information (including any material circumstances or change in circumstances) which might influence the judgment of Insurer(s) in determining the premium or in determining whether they will accept the risk. Failure to do so may render the contract of insurance voidable from inception at the option of the Insurer(s) and enable them to repudiate liability there under. If you have any doubt as to what constitutes a material fact or circumstance, seek professional advice.

PROGRAM DISCLOSURE

Your coverage will be placed with a program administered by Holman Insurance Brokers Ltd. We have engaged in a marketing process to offer a competitive product on a group basis with insurers but we have not acted as a broker for any individual participant. Should your application not be accepted for whatever reason by the insurer, the information may be used by Holman to seek an alternative insurer if available.

EMAIL AUTHORIZATION

In an effort to bring our policy holders the most cost effective insurance plan, all of our correspondence is completed electronically, including renewal applications, invoicing and the delivery of the policy documents. The email address supplied by you in this application will be used. We must be notified of any change to your email address. The policy holder agrees that it will hold Holman Insurance Brokers Ltd. harmless with respect to any e-mail changes caused by the policy holder's failure to provide current and valid information for the receipt of documents.

The Applicant/policy owner further agrees that the policy documents transmitted electronically by Holman Insurance Brokers Ltd. to the electronic address supplied are in lieu of all other forms of communication. The policy Owner accepts that electronic delivery of policy documents is sufficient to meet all reporting requirements of the policy.

The email address supplied may be used to notify you of other related insurance products of interest to you.

DECLARATION

I/we declare that the above statements are true in every respect. I/we hold qualification certificate(s) for the therapy(ies) stated on this application form. I/we have not withheld or misrepresented any material fact. I/we agree that this application will form the basis of the contract between me/us and Holman Insurance Brokers Ltd.

Applicant's Signature

Date

Print Name

Arbitrator and Mediator Professional Liability Insurance Application
Mediator and Arbitrator Professional Liability Checklist

Application completed in full. All questions must be answered.

All pages #1 to #8 must be returned. (including page #1).

Premium calculation including tax for options– page 7.

Method of Payment (must accompany application, instructions next page)

cheque attached (your cancelled cheque is your receipt)

online Internet payment (Bill Pay) Bank confirmation # _____ Name of Bank _____

confirmation receipt provided by bank provider

Visa/Master Card - email confirmation receipt will be sent provider upon transaction

Please keep a copy your application and payment receipt (ie cheque, Bank confirmation or online payment receipt).

An invoice will not be issued.

Return completed application and additional materials requested to:

Holman Insurance Brokers Ltd.
1 Valleywood Drive, Suite #101, Markham ON L3R 5L9
Telephone:(905)886-5630

Email: programs@holmanins.com

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PAYMENT OPTIONS

Credit Card, Visa or Mastercard

1. Go to <https://www.policypayments.com/Holman?step2>

Note: There is an administrative fee of 2.50% charge.

Interac e-Transfer ®

If you wish to pay by Interac e-Transfer ® you can send to etransfer@holmanins.com with no need to provide an answer to a security question. Is it safe to send an Interac e-Transfer® transaction without a security question as Holman Insurance Brokers Ltd. is registered for Autodeposit, whereby our bank has verified our identity.

Internet Banking

Each bank has designed a unique format for their web site. However, the necessary procedures are generally similar.

1. Under Bill Payment: Choose Add Payee/Bill.
 2. Enter Holman. Choose All Categories and province Ontario and submit.
 3. Under Bill company/Payee - Select Holman Insurance Brokers Ltd. and enter your account number which is THE FIRST FOUR LETTERS OF YOUR LAST NAME FOLLOWED BY XX1
 4. Select the account you wish to withdraw the funds from. (i.e. credit card, savings, chequing, line of credit). Indicate the amount of payment and submit. A confirmation and reference number will be displayed to acknowledge your payment.
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Telephone Banking

1. Request your bank set up a new Payee/Bill to do a Bill Payment.
 2. Request the addition of a new Payee/Bill Company: Holman Insurance Brokers Ltd.
 3. Your account number is THE FIRST FOUR LETTERS OF YOUR LAST NAME FOLLOWED BY XX1
 4. Your banking institution will then take your payment over the telephone by your choice of payment method.
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Debit Card Payments

1. Contact your bank by telephone or visit bank in person. Request that they set up an option to allow you to make Bill Payments by Debit Card.
 2. Request the addition of a new Payee/Bill Company: Holman Insurance Brokers Ltd.
 3. Your account number is THE FIRST FOUR LETTERS OF YOUR LAST NAME FOLLOWED BY XX1
 4. Once you have set up Holman Insurance Brokers Ltd., you are able to proceed with payments via your branch ATMs with your debit card.
 5. Choose banking option: Bill Payment and follow your bank instructions.
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In Person at the Bank

1. At your own bank, request they set up a new Payee/Bill to do a Bill Payment.
2. Request the addition of a new Payee/Bill Company: Holman Insurance Brokers Ltd.
3. Your account number is THE FIRST FOUR LETTERS OF YOUR LAST NAME FOLLOWED BY XX1
4. You can choose to pay via the different accounts you hold with that particular bank or by other financial institution credit cards.
5. When paying in person at different financial institutions, bring your invoice/statement and request to make a Bill Payment.
6. Advise the teller that the Payee is Holman Insurance Brokers Ltd. and follow the prompts from step #2.

Note: Do not ask for a wire transfer or funds transfer, the banks charge you extra for this service and charge us extra for which we do not reimburse. These additional fees can range as high as \$50 or more.

By Mail

Cheque or money order payable to:
Holman Insurance Brokers Ltd.,
1 Valleywood Drive, Suite #100,
Markham ON L3R 5L9

Please note: NSF Payments – there will be an additional \$25 service charge