

Dear Applicant:

2018-2019 CLIA VEP APPLICATION

Thank you for taking interest in the Canadian Lawyers Insurance Association (CLIA) Voluntary Excess Insurance Program (VEP).

NEXT STEPS

Remember to complete all pages, including applicable appendices, and the “VEP Form” which is the final page. Please use a separate sheet if there is not enough room for any of the questions. When completed, your application should be printed, signed by a Partner of the Firm on both the Declaration and the “VEP Form”, and returned along with payment and a copy of your letterhead. Note that premium for Professional Liability and Cybercrime coverage (if elected) will be pro-rated by month and will be automatically calculated when the lawyer counts, limits selection and inception month are inputted. Please note: If you are using the free Adobe Reader, it is possible that the content may not be able to be changed after saving. This is a feature of Adobe Reader.

PREMIUM DISCOUNT FOR 2018-2019

CLIA is a “not-for-profit” program and is committed to sharing program surplus that results from both positive claims experience and program efficiencies. In fact, over the years, CLIA has returned over \$5 million to members that have been loyal as a result of the program’s overall success. This year, CLIA is in a position to offer a 15% premium discount to firms that are applying new, or rejoining the program. This discount is only applicable to Professional Liability premium and can be found in the calculation section.

PROGRAM BENEFITS

Of course, getting a share of the surplus isn’t the only reason to continue your coverage. Consider the other benefits the Program brings to your firm:

- stable coverage during both “soft” and “hard” market conditions
- a not-for-profit plan designed *by lawyers for lawyers*
- easy one step reporting
- loss prevention information and initiatives

IMPORTANT REMINDER

Please note, as coverage is written on a “Claims made” basis, it is imperative that all claims or incidents be reported to your law society insurance department during the policy period.

Please remember that while notice to your law society insurance department is deemed notice to CLIA, notice of a claim or claims on your application is not deemed notice to any insurer.

Law Society of New Brunswick

Notice: The policy applied for is a “CLAIMS MADE” policy and only provides coverage for claims arising out of occurrences reported during the policy period.

Please **type** and answer **all** questions. Where space to answer is insufficient, attach a separate sheet.

IDENTIFICATION

1. Name of Applicant (the Firm) _____

2. Address of head office:

Street: _____

City: _____ Province: _____

Postal Code: _____

Phone: _____ Fax: _____

Address of branch office(s): _____

3. Date the Firm established: _____

4. Has the Firm changed its name in the past five years?

Yes No

If **YES**, please provide details of predecessor firms¹ on a separate sheet.

5. The Firm is: Sole Practitioner

Partnership

Association under common letterhead

Other (Please Specify):

Please list any other firm(s) on the letterhead, if applicable:

Please attach a sample of your letterhead.

6. If the Firm shares costs or space without common letterhead, please indicate name of other firm(s):

7. Please list any management companies, date(s) established and services provided:

¹A predecessor firm is a partnership: a) which has undergone dissolution, and b) in which at least 50 percent of the partners or employees are now employees of the named insured.

MEMBERS OF THE FIRM AND STAFF

8. Please indicate total number of:

Owners / Partners 0
 Employed / Associate Lawyers 0
 Counsel / Of Counsel 0
 Students / Paralegals 0
 Lawyers in Association 0
 Others 0 (Please Specify): _____

Full Name of Lawyer(s)	Date of Call	Date Joined the Firm	Date Became Partner

Please attach a separate sheet if necessary

9. Is coverage required for any lawyers not indicated in Question 8 who regularly participate in serving the Firm's clients?

Yes No

If **YES**, please provide full details:

FIELDS OF PRACTICE

10. Please provide the current estimated practice split as a percentage of total billings for the last fiscal year. All percentages should add up to 100%.

Administrative	<u>0.0%</u>	Labour	<u>0.0%</u>
Bankruptcy/Insolvency	<u>0.0%</u>	Litigation	<u>0.0%</u>
Criminal	<u>0.0%</u>	Municipal	<u>0.0%</u>
Commercial/Corporate	<u>0.0%</u>	Real Estate	<u>0.0%</u>
Environmental	<u>0.0%</u>	Securities	<u>0.0%</u>
Family	<u>0.0 %</u>	Tax	<u>0.0%</u>
Immigration	<u>0.0%</u>	Wills/Estates/Trusts	<u>0.0%</u>
Intellectual	<u>0.0%</u>	Other (_____)	<u>0.0 %</u>
International	<u>0.0%</u>	Other (_____)	<u>0.0 %</u>
		Total:	<u>0.0%</u>

PROCEDURES AND CONTROLS/SUSPENSION AND DISCIPLINE MATTERS

11. Have any of the lawyers listed in Question 8 or their predecessors been the subject of disciplinary proceedings, suspended or disbarred from practice?

- Yes No

If **YES**, please provide full details:

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

If **YES**, please provide full details:

c) How does the Firm maintain its conflict of interest avoidance system?

PAST INSURANCE/LOSS HISTORY

13. Within the past 12 months, has any application for professional liability insurance made by the Firm been declined or a renewal refused?

- Yes No

If **YES**, please provide full details:

14. Please detail the professional liability insurance held by the Firm in the past 12 months.

Insurer	Policy Term	Limit of Liability	Deductible or Retention

15. During the past 12 months, have any claim related matters been reported to the Law Society by the Firm, its predecessors and/or present and former lawyers?

- Yes No

If **YES**, please complete Appendix "A".

Claim related matters include:

- claims, potential claims, or circumstances which would likely give rise to a claim;
- matters reported out of an abundance of caution;
- matters reported and subsequently settled, resolved, abandoned or closed by the Law Society. This includes all matters and not only those where monies have been paid out.

16. After inquiry of the Firm’s lawyers, is the Firm aware of any circumstances which would likely give rise to a claim against the firm, its predecessors and/or present and former lawyers, which has not been reported?

- Yes No

If **YES**, please complete Appendix “B”.

The Firm should report such circumstances to the Law Society.

17. **Professional Services rendered from an office of the Firm domiciled outside of Canada are excluded unless an extension of coverage is purchased.** Does the Firm wish to obtain an extension of coverage for Professional Services rendered outside Canada?

- Yes No N/A

Does the Firm currently carry any professional liability insurance for this foreign exposure?

- Yes No

Please complete Appendix “C”.

LATERAL HIRES/FORMER FIRMS COVERAGE

18. An endorsement is available to provide coverage for a claim against a lawyer in the Firm which arises out of Professional Services rendered by the lawyer prior to joining the firm (i.e. coverage for prior acts of “lateral hires”).

Note that the endorsement limits coverage to the extent that the claim is covered by other insurance (e.g. coverage which is in effect for the firm from which the services were rendered). This endorsement is available without charge, but you must advise us of your decision to accept it. Please be aware that accepting the endorsement means that your policy limits can be eroded by these lateral hire claims.

Does the Firm wish to obtain coverage for lateral hires?

- Yes No

COVERAGE DESIRED

1. LIMIT OF LIABILITY (July 1, 2018 to July 1, 2019)

Layer of Excess Professional Liability Insurance	Premium Rate Per Lawyer*
<input type="radio"/> \$1,000,000 per occurrence/aggregate	\$360.00
<input type="radio"/> \$2,000,000 per occurrence/aggregate	\$529.00
<input type="radio"/> \$3,000,000 per occurrence/aggregate	\$618.00
<input type="radio"/> \$4,000,000 per occurrence/aggregate	\$655.00
<input type="radio"/> \$9,000,000 per occurrence/aggregate	\$917.00

2. POLICY PERIOD

Effective: July _____, 2018 to July 1, 2019

3. PREMIUM CALCULATION

0 x	\$0 =	\$0 _	\$0 =	\$0
# of Lawyers	Premium Rate	Subtotal	15% Premium Credit	Grand Total

* Please note: Premium Rate is pro-rated by month

CYBERCRIME COVERAGE

Coverage for network or data breaches, along with damages from viruses or malicious software, is currently excluded from the policy.

New this year, an optional cybercrime endorsement is available. Limits under this coverage are sub-limited to \$250,000 per occurrence and in the aggregate, and are subject to a minimum \$25,000 underlying insurance or self-insured retention.

Coverage for cybercrime is third-party only, and would include the disclosure, destruction, modification, corruption, manipulation, damage, deletion, theft or misuse of any confidential client data which has been entrusted to, received by and held in trust by or on behalf of the insured as a direct consequence of the performance of professional services. Coverage would also include the misappropriation of money as a result of cybercrime, which was entrusted to, received by and held in trust by or on behalf of the Insured as a direct consequence of the performance of professional services.

The cost to add this optional coverage is \$80 per lawyer. The premium credit does not apply to this premium.

19. Does the firm wish to obtain cybercrime coverage?

- Yes
- No

If YES, please confirm that your firm currently uses the following cybercrime controls:

a) Does the firm use a firewall between its systems and the internet as part of its network security?

- Yes
- No

b) Does the firm backup client related data on at least a weekly basis?

- Yes
- No

c) Does the firm use and maintain end-point virus and malware protection?

- Yes
- No

LIMIT OF LIABILITY – (July 1, 2018 to July 1, 2019)

Layer of Cybercrime Coverage	Premium Rate Per Lawyer*
<input type="radio"/> \$250,000 per occurrence/annual aggregate excess of minimum	\$80.00
<input type="radio"/> Not Applicable	N/A

CYBERCRIME COVERAGE PREMIUM CALCULATION**

0 x	\$0 =	\$0
# of Lawyers	Premium Rate	Grand Total

* Premium Rate is pro-rated by month
 **Premium credits are not applicable to cybercrime premium

DECLARATION AND SIGNATURE

I/we hereby declare that the above statements and particulars are true and that I/we have not omitted or suppressed or misstated any material facts, and I/we agree that this application form shall be the basis of the Insurance Contract with the Law Society of New Brunswick.

The undersigned acknowledges having read the CLIA Personal Information Statement (which forms part of this Application) and consents to the use and disclosure of personal information in accordance with that Statement. The undersigned confirms that any personal information concerning other individuals is provided with the knowledge/consent of those other individuals.

Signature: _____ **Date:** _____
(Must be signed by a Partner of the applicant firm)

Name of Signatory: _____

Contact Name (if different from signatory): _____

Contact Email Address: _____

It is understood and agreed that submission of this application form does not bind the insurer nor obligate the applicant firm to purchase coverage. The insurer shall only be bound as and when the application is approved by the insurer and where the applicant firm is notified of such acceptance and has paid the appropriate premium to the insurer.

PLEASE ENSURE THAT A SAMPLE OF YOUR LETTERHEAD IS ATTACHED.

Email completed Application to:
renewals@clia.ca

Premium cheque should be made payable to: Canadian Lawyers Insurance Association

APPENDIX "A"

*Please detail all claims reported as requested in **Question 15** of the Application*

Date Became Aware of Circumstance	Date Reported	Claimant	Lawyer Involved & Claim No.	Amount Claimed	Amount Paid & Reserved	Brief Précis of Circumstances and Opinion as to Liability (Use another page if required)	Status (Open/Closed)

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

APPENDIX "B"

*Please detail all potential claims now being reported as requested in **Question 16** of the Application*

Date Became Aware of Circumstance	Potential Claimant	Lawyer Involved	Amount Claimed	Brief Précis of Circumstances and Opinion as to Liability (Use another page if required)

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

Question 17: Professional Services Rendered Outside of Canada

Geographic Location (Address)	Relationship to Firm	Type of Activity: i.e. Canadian Law only, Local Law, International Law	Number of Partners	Number of Employed Lawyers	Other Staff

CLIA Personal Information Statement

Canadian Lawyers Insurance Association (“CLIA”) uses the information you provide in your insurance application, claim report, and other reporting forms for a number of purposes. This personal information may be used to:

1. establish insurance coverage;
2. determine and collect premiums and other amounts owing;
3. manage claims;
4. provide our actuaries and other professionals with data required to determine valuations, premiums, underwriting and risk management;
5. develop statistics for planning and evaluation;
6. develop loss prevention initiatives provided by us or by your law society insurance program;
7. obtain reinsurance and comply with reporting and audit requirements of reinsurers; and
8. fulfill our regulatory and accounting obligations.

CLIA may disclose the personal information to the following entities from time to time:

1. third parties involved in a claim, including counsel, experts, mediators and adjudicators, the law society insurance program, your broker (if applicable), other insurers, and reinsurers, to the extent disclosure is necessary for the handling or resolution of the claim;
2. our auditors, actuaries and professional advisors to the extent disclosure is necessary for them to fulfill their professional responsibilities to us;
3. regulatory bodies having jurisdiction over CLIA to the extent that they require disclosure; and
4. law firms where you have been or currently are a partner, associate or employee, to the extent that the personal information pertains to the time period of your relationship with the law firm or earlier periods of practice.

By completing the attached form, you agree to the potential use and/or disclosure of the personal information for some or all of the above purposes. You also confirm that any personal information concerning other individuals is provided with the knowledge/consent of those other individuals. If you have any questions about the use and/or disclosure of this information, please contact Dave Jackson, CEO at info@clia.ca.

**THE LAW SOCIETY OF NEW BRUNSWICK ("SUBSCRIBER")
CANADIAN LAWYERS INSURANCE ASSOCIATION ("CLIA")
VOLUNTARY EXCESS PROGRAM
JULY 1, 2018 TO JULY 1, 2019**

I. Election of Coverage

Firm: _____

Limit of Liability (July 1, 2018 to July 1, 2019)

Premium Rate per Lawyer: First Layer of Excess Professional Liability Insurance **Premium**

- | | | |
|-----------------------|--|--------|
| <input type="radio"/> | \$1,000,000 per occurrence/and \$1,000,000 per aggregate | \$ 360 |
| <input type="radio"/> | \$2,000,000 per occurrence/and \$2,000,000 per aggregate | \$ 529 |
| <input type="radio"/> | \$3,000,000 per occurrence/and \$3,000,000 per aggregate | \$ 618 |
| <input type="radio"/> | \$4,000,000 per occurrence/and \$4,000,000 per aggregate | \$ 655 |
| <input type="radio"/> | \$9,000,000 per occurrence/and \$9,000,000 per aggregate | \$ 917 |

Premium Rate per Lawyer: Cybercrime Coverage

- | | | |
|-----------------------|---|-------|
| <input type="radio"/> | \$250,000 per occurrence/annual aggregate excess of minimum \$25,000 underlying insurance or self-insured retention | \$ 80 |
| <input type="radio"/> | Not Applicable | N/A |

II. Premium Calculation

Number of Lawyers:	0
x Premium Rate per Lawyer: <i>(See I above)</i>	\$0
= Annual Premium:	\$0
Less 15% Premium Credit ⁽¹⁾ :	\$0
Plus Cybercrime	\$0
= Premium due	\$0

Notes: ⁽¹⁾ Credits are the result of CLIA sharing surplus and are dependent on positive claims experience and/or program efficiency.

Please make cheque payable to:

Canadian Lawyers Insurance Association

III. Declaration

The undersigned firm hereby elects Excess Insurance under Policy Number 31002 issued by CLIA. In consideration of CLIA issuing a Certificate of Excess Insurance under the said policy, the Insured Firm agrees to pay the premium due to the Subscriber.

This Election of Coverage and Declaration shall be attached to and form part of the Application for Excess Insurance submitted by the undersigned firm.

Dated this ____ day of _____, _____

By:

(Signature)

(Name and Title)