

Pinkham Agency Inc.

40 Commerce Place, Suite 100 Hicksville NY 11801
Telephone (516) 931-1414 Fax (516) 827-4280

The Mediator Registry
18017 Chatsworth Street, Suite 222
Granada Hills CA 91344

To: Upgraded members of the Mediator Registry:

We are a firm of insurance brokers who have specialized in the writing of Professional Liability insurance for the past 40 years. Five years ago we bid to cover the members of a national association for mediators and arbitrators. Our policy was both broader in coverage and priced competitively. The program we offered became the sponsored insurance, covering all areas of dispute resolution for their members.

We now offer a similar program to the upgraded members of The Mediator Registry. The following highlights are included:

- Broad Coverage including both dispute resolution work and outside law practice
- The cost of defense is outside of the limit of liability
- Punitive damages are covered
- Personal injury (libel, slander, false arrest is covered)
- Unauthorized practice of law is covered up to \$25,000
- Worldwide coverage would be available by endorsement
- Spousal coverage is included in the policy
- Extended reporting period for 60 days automatically covered. Optional guaranty extended reporting period up to three years for an additional premium

The covering insurance company carries an A XV A.M. Best rating.
Please feel free to contact Paul Merson or myself with any questions.

Sincerely,

Marc Berg

Marc Berg
Pinkham Agency, Inc.
516 931-1414 ext. 27
mberg@pinkhamagency.com
www.pinkhamagency.com

Comparison of CNA and Lloyds Professional Liability Policies

Coverage's	CNA (Columbia Casualty)	Lloyds	Comments
Policy Term / Cancellation	1 year non cancellable except for non pay	1 year	CNA protects you from arbitrary mid-term cancellation
Deductible	Minimum Deductible \$0	Minimum Deductible \$500.00	CNA offers more coverage
Definition of named Insured – Services provided by insured	Broad Definition of named insured	Limited Definition of named insured can be endorsed for additional premium	CNA offers more coverage for any Mediation/Arbitration services you provide
Cost of Defense	Payment of defense costs by insurer doesn't reduce the general limit of liability under the policy	Defense cost are within the limit of Liability (i.e., their payment reduces amount available to pay the claim and any others)	With CNA, coverage for the cost of defense is not subtracted from the policy limits, but is in addition to the policy limits
Punitive Coverage	Covered under policy	Not Covered under policy	CNA offers more coverage
Personal Injury - Libel, Slander	Covered under policy	Not Covered under policy	CNA offers more coverage
Unauthorized Practice of Law (UPL)	Covered under policy with a sub-limit of \$25,000 for defense and penalties	Available by endorsement for an additional premium	CNA offers more coverage

Coverage's	CNA (Columbia Casualty)	Lloyds	Comments
Incidental Law Practice	Law practice up to 25% of revenue is available by endorsement for an additional premium.	Not covered by policy	CNA's coverage means a separate legal policy may be unnecessary
World Wide Coverage	Available by endorsement	Available by endorsement	Similar
Spouse Coverage	Included in the policy	Can be covered by Endorsement for an additional premium	CNA offers more coverage
Claims	Offices located regionally across the country	Claims representative located in Chicago IL	CNA offers more access to local legal services
Extended reporting period	60 days automatically, optional guaranteed up to 3 years for additional premium	Optional guaranteed 1 year for additional premium	CNA offers more coverage
<u>NOT ALL ACTIVITIES ARE COVERED UNDER THE POLICY. PLEASE REFER TO THE POLICY LANGUAGE</u>			

Professional Liability “QUICK QUOTE”
UNOFFICIAL! NON-BINDING!

A binding quotation is subject to receipt of a completed application and approval of the company. This is a “Quick Quote” form to permit us to give you a premium indication.

Please complete and return this form to:

Pinkham Agency, Inc. // 40 Commerce Place // Suite 100 // Hicksville // NY // 11801
Telephone: (877) 402-7945 // Fax: (516) 827-4280 or Fax: (516) 827-4281

1. Name of Applicant: _____
2. Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
Email _____
3. Are you an upgraded member of the Mediator Registry ___ Yes ___ No
4. Estimated Annual Revenue: _____
5. Limits of Liability required: ___ \$100/300 ___ \$250/250 ___ \$500/500 ___ \$1M/1M
6. Does the applicant currently carry Professional Liability Insurance? ___ Yes ___ No
Please provide the following regarding your current year of coverage:
 - a. Insurance Company _____
 - b. Deductible _____
 - c. Premium _____
 - d. Expiration (month// day// year) _____
 - e. Retroactive or Prior Acts date if you have a claim’s made policy _____
7. Number of Mediators/Arbitrators _____
8. Name of Person Submitting this Report: _____
9. Do you require coverage as a Lawyer? Yes _____ No _____
10. If you require coverage for legal services, what % of your billable hours are spent on legal services? Max 25% _____ Type of services: _____

*To receive a binding quote, please request an application for completion. For additional information,
please return this form to Pinkham Agency, Inc.
Att: Marc Berg Email: Mberg@pinkhamagency.com*

APPLICATION FOR ARBITRATORS AND MEDIATORS PROFESSIONAL LIABILITY INSURANCE

This is an application for a claims made and reported insurance policy.

About the applicant

NOTICE: This is a **Claims** Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage of this Policy is limited to liability only for those **Claims** that are first made against the **Insured** and reported to The Company during the **Policy Period** or any **Extended Reporting Period**. Please review the Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

1. The full name of the applicant to be insured.

Name: _____
Street Address: _____
City: _____ County: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Email Address: _____ Web site Address: _____

ANNUAL REVENUE: \$ _____

2. Name of Executive Director or Chief Administrator, if any: _____
3. Describe the purpose, general activities of your operation and date established. Please use a separate page if necessary.

NOT ALL ACTIVITIES ARE COVERED UNDER THE POLICY. PLEASE REFER TO THE POLICY LANGUAGE

Dispute Resolution Services

4. Please classify the subject matter of each case arbitrate/mediated during the past twelve (12) months (i.e. community disputes, family matters, divorce, etc). In the event the applicant has operated less than twelve (12) months, please provide an estimate of the number and type of cases that will be handled. Please use a separate sheet, if necessary.

<u>Category</u>	<u>Number of Cases</u>
_____	_____
_____	_____
_____	_____

5. Does the applicant render dispute resolution services in any of the areas listed below: Yes* No

Entertainment; Athletic Contracts or Management; Class Action or Mass Tort; Intellectual Property; Securities

*If yes, on a separate piece of paper, please provide: The number of cases; a description of the dispute resolution services provided; the average value of any cases; the amount of gross billings these cases totaled (expressed as a percentage of the firm's total revenue).

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6. Is the applicant responsible for monitoring a party's compliance with any plan of restitution or settlement resulting from dispute resolution services? Yes No
If Yes, please describe the applicant's role in enforcing or monitoring compliance with any such plan or settlement:

Applicant Coverage Information

7. Coverage is requested to be effective on: _____ / _____ / _____
8. What year was the organization established? _____
9. Type of Entity/Management sole proprietor individual with employee arb/med(s) partnership PC PA
 LLC LLP Trustees Board of Directors other _____
10. Does the applicant have offices (other than conference room only facilities) at locations other than the primary location? Yes No
11. a. Does the applicant render services in states or countries other than the primary location? Yes No
b. If "yes", provide the following information for the additional locations in which you render services:

Location:						
Revenue:	\$	\$	\$	\$	\$	\$
# Arb/Med:						

If the business practices in more than six states or countries, please contact Pinkham Agency, Inc.

12. For how many years has the applicant been continuously insured for malpractice claims? _____
13. Enter the prior acts exclusion date, if applicable: _____ / _____ / _____
14. Has the applicant ever purchased an Extended Reporting Period option? Yes No
15. Has the applicant's coverage ever been non-renewed, cancelled, rescinded or declined by another carrier? Yes No
16. Enter the applicant's insurance history for the last five years:

Eff Date mm/dd/yy	Insurance Company	Limits (per claim/aggregate)	Deductible (per claim/agg)	Covered # of arb/med	Annual Premium

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Arbitrator/Mediator Information

17. **Total number of arbitrators/mediators:** List all of the company's arbitrators/mediators. Please list additional arbitrators/mediators on a separate sheet in the same format

Arbitrator/Mediator Name	Avg Number of cases handled annually	Average # of hours per week on behalf of Applicant				Number of Years			Prior acts date, if any	States Licensed to practice law, if any	Is coverage desired for Legal Services*	
		0	1-10	11-25	26 +	In arb/med practice	with this firm	continuous malpractice coverage			Y	N
1											<input type="checkbox"/>	<input type="checkbox"/>
2.											<input type="checkbox"/>	<input type="checkbox"/>
3											<input type="checkbox"/>	<input type="checkbox"/>
4											<input type="checkbox"/>	<input type="checkbox"/>
5											<input type="checkbox"/>	<input type="checkbox"/>
6											<input type="checkbox"/>	<input type="checkbox"/>
7											<input type="checkbox"/>	<input type="checkbox"/>
8											<input type="checkbox"/>	<input type="checkbox"/>
9											<input type="checkbox"/>	<input type="checkbox"/>
10											<input type="checkbox"/>	<input type="checkbox"/>

***Please note that the policy does not provide coverage for Legal Services. Coverage for Legal Services is not available in all states and is subject to underwriting requirements. Please complete the Legal Services Supplement and return to Pinkham Agency, Inc., to determine eligibility for Legal Services coverage.**

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Applicant's Operations and Management

18. Does the applicant regularly utilize formal, written engagement agreements for cases? Yes No
19. Do the engagement agreements require that the business and client first attempt to resolve any disputes through alternative dispute resolution methods? Yes No
20. If you are a sole proprietor, do you have a procedure in place regarding provisions of services if you are incapacitated or otherwise unavailable? Yes No
21. a. In the past year has the company represented any publicly traded clients in any cases? Yes No
b. If "yes" what were the company's gross billings attributable to such representation? \$ _____
If "yes" to a. above also provide on a separate sheet of paper: name of client, date of first affiliation, services rendered, and whether this is a current client of the applicant.
22. State the name and address of each court, administrative agency or other organization which refers cases to the business for dispute resolution services and the total number of cases from each in the last 12 months. In the event the business has not operated for 12 months, please estimate. Please use a separate sheet of paper, if necessary

<u>Organization</u>	<u>Address</u>	<u>Number of Cases</u>

Claim / Incident / Disciplinary Information

23. After inquiry, is any person involved with the business aware of:
- a. a professional liability claim made in the past five years against them, the company, any predecessor company, or against any current or former arbitrator/mediator of the company while affiliated with the business? Yes No
- b. an actual or alleged act, omission, circumstance, or breach of duty that a reasonable arbitrator/mediator would recognize might reasonably be expected to result in a claim being made against the applicant, any predecessor company, or against any arbitrator/mediator currently or formerly affiliated with the applicant or any predecessor company, regardless of whether any such claim would be meritorious? Yes No
- If "yes" to a, or b above complete a Claims/Disciplinary Supplemental Application for each claim or incident.
24. a. Within the past five years, has any arbitrator/mediator been subject to any professional disciplinary inquiry, complaint or proceeding for any reason? Yes No
b. If "yes" has that arbitrator/mediator been formally reprimanded or sanctioned in any way? Yes No
- If "yes" to a or b above complete the Claims / Disciplinary Supplemental Application.

Requested Coverage

25. a. Select the Each Claim/Aggregate Limit the firm desires:
 \$ 100,000/\$300,000 \$250,000/\$ 250,000 \$500,000/\$500,000 \$1,000,000/\$1,000,000
- b. Select the Aggregate Deductible the firm desires (all deductibles are not available in all states):
 \$0 \$ 1,000 \$5,000

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Signature and Representation

Applicant hereby represents, after inquiry, that the information contained herein and in any supplemental applications or forms required hereby, is true, accurate and complete and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the Company as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

1. If a policy is issued, the Company will have relied upon, as representations: this application, and any supplemental applications, and any other statements furnished to the Company in conjunction with this application, all of which are hereby incorporated by reference into this application and made a part hereof.
2. This application will be the basis of the contract and will be incorporated by reference into and made part of such policy; and
3. Applicant's failure to report to its current insurance company, during the current policy period, either any claim made against any insured, or any act or omission known to any insured that may reasonably be expected to be the basis of a claim against any insured may create a lack of coverage.
4. Any individual or any individual currently or formerly affiliated with the company or any predecessor company, has disclosed in this Application any actual or alleged, act, omission, circumstance or breach of duty that a reasonable individual would recognize might reasonably be expected to result in a claim being made against themselves or against the Company, any predecessor company, or any individual currently or formerly affiliated with the company or any predecessor company, regardless of whether any such claim would be meritorious.

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant.

FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.) (For Tennessee Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)

**Please forward application to:
Pinkham Agency Inc. 40 Commerce Place Suite 100 Hicksville NY 11801
Phone 877 402-7945 Fax: 516 827-4280 Ext. 27**

Applicant:

By _____

SIGNATURE OF OWNER, OFFICER OR PARTNER

PRINT NAME OF OWNER, OFFICER OR PARTNER

DATE