

**EZ TRANSITION APPLICATION FOR  
ARBITRATORS AND MEDIATORS  
PROFESSIONAL LIABILITY INSURANCE**

T (09/2008)

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

**About the applicant: Attach last year's application to this application**

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.

Name: \_\_\_\_\_

Renewal Effective Date: \_\_\_\_\_ Retroactive Date: \_\_\_\_\_ (If left blank, retro date will be inception)

ANNUAL REVENUE: \$ \_\_\_\_\_

1. Has the name or address of the applicant changed during the past 12 months?  Yes  No

**If "yes" complete the EZ Renewal Supplement.**

**Renewal Information**

2. Are there any arbitrators/mediators who, during the policy period: a) joined the applicant; b) left the applicant; or c) had a change in status?  Yes  No

**If "yes" complete the EZ Renewal Supplement.**

3. Have there been any changes in the applicant's purpose, general activities or classification of cases arbitrated/mediated (i.e. divorce, family matters, etc) during the last 12 months?  Yes  No

**If "yes" complete the EZ Renewal Supplement.**

4. During the past 12 months has anyone at the applicant been responsible for monitoring a party's compliance with any plan of restitution or settlement resulting from dispute resolution services?  Yes  No

**If "yes" complete the EZ Renewal Supplement.**

5. After inquiry, is any person in the applicant aware of:

- a. any claims that have not yet been reported to your current carrier?  Yes  No

- b. any actual or alleged act, omission, circumstance, or breach of duty that has not yet been reported to your current carrier, and that a reasonable arbitrator/mediator would recognize might reasonably be expected to result in a claim being made against the applicant, any predecessor business, or against any arbitrator/mediator currently or formerly affiliated with the applicant or any predecessor business, regardless of whether any such claim would be meritorious?  Yes  No

If "yes" to a or b above, please notify your current carrier and complete the Claims / Disciplinary Supplement.

6. a. Within the past year, 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 other way?  Yes  No

If "yes" to a or b above complete the Claims / Disciplinary Supplement.

7. a. During the policy period, has the applicant represented any publicly traded clients in any cases?  Yes  No

- b. If "yes" what were the applicant'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.

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- 8. During the policy period, has the firm render dispute resolution services in any cases involving:  
**Entertainment; Athletic Contracts or Management; Class Action or Mass Tort;  
Intellectual Property; Securities**

Yes  No

If "yes" complete the EZ Renewal Supplement.

**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 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 Mediator/Arbitrator currently or formerly affiliated with the applicant or any predecessor business, has disclosed in this Application any actual or alleged act, omission, circumstance, or breach of duty that a reasonable Mediator/Arbitrator would recognize might reasonably be expected to result in a claim being made against the applicant, any predecessor business, or any Mediator/Arbitrator currently or formerly affiliated with the applicant or any predecessor business, 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 Ext. 27 Fax: 516 827-4280**

**Applicant:**

By \_\_\_\_\_

SIGNATURE OF OWNER, FFICER OR PARTNER                      PRINT NAME OF OWNER, OFFICER OR PARTNER                      DATE