

# Important Claims Notice

The Law Firm Insurance Program policy is written on a **Claims Made** basis. A Claims Made policy provides coverage for any claim or circumstance that could subsequently lead to a claim in the future (subject to the terms, limits, and exclusions of the policy) provided that the claim or circumstance is reported as soon as practicable and **the insurer accepts notice of the claim**.

A new Claims Made policy **excludes** claims and/or circumstances which may reasonably result in a claim where you have prior knowledge of the claim and/or circumstances.

Coverage under your Claims Made insurance policy is based on the date when you first became aware of or reasonably should have been aware of a claim or incident that could give rise to claim, regardless of the date when the incident actually occurred.

**New applicants: Prior knowledge of an incident which could give rise to a claim or known claim will not be covered by your new insurers. If you have knowledge of an incident and you are not certain if this incident could give rise to a claim, please forward a "Notice" to your current insurance company in order to protect YOUR interest. Failure to do this could result in your firm paying for incidents, out of firm funds, of which you were aware but did not report to your current insurer.**

## ONCE YOUR POLICY IS BOUND BY MARSH:

*PROFESSIONAL LIABILITY CLAIMS must be reported to **all** insurers (Primary Law Society with copy to Marsh to report to your excess insurers at the same time) – regardless of **whether the LOSS may be paid by a primary or primary and excess insurer**. Failure to follow the **CLAIMS reporting guidelines will potentially result in the denial of a CLAIM**.*

*CRIME AND OUTSIDE DIRECTORSHIP LIABILITY CLAIMS must be reported to Marsh.*

The claims contact information sheet is attached separately for your reference and ease of processing. Please report all matters directly to Marsh Claims Department in Toronto and our Claims Department will report to your insurers. Please share this information with your colleagues. The better informed you are as a firm, the better your insurance will perform.

*We would like to remind you that reporting a CLAIM or circumstance will not necessarily lead to an increase in premium. However, failure to follow prescribed guidelines will potentially result in CLAIM denial.*

## Policy Claim Reporting Terms:

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurers concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific CLAIM, LOSS, occurrence, incident, offence, or lawsuit, the actual policy wording, which is the contract between you and the insurers, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as legal interpretation of the policy provisions.

## Law Firm Insurance Program Claims Contact Information:

**In the event that any member of your firm becomes aware of a claim or circumstance which may give rise to a claim, he or she should immediately provide notice directly to Marsh Canada Limited as follows:**

### **Marsh Canada Limited**

Claims Department

120 Bremner Boulevard, Suite 800

Toronto, ON M5J 0A8 Canada

E-mail: toronto.claims@marshcanadaclaims.com

Copy: mike.dannunzio@marsh.com

Telephone: Toll Free: 1 855 627 7454

Fax: Toll Free: 1 866 556 7083

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