

LIQUOR LICENSED ESTABLISHMENT APPLICATION

swgspecialty.com · quotes@swgspecialty.com · +1 888-302-9215 · Fax: 905-428-3977



An SWG Company

DATE: [D][D][M][M][Y][Y]

Broker

Attn

SWGS Broker Number

Name of Applicant

Name(s) of Principal (s)

Website Address

Contact Name (for inspections)

Contact Phone Number

Mailing Address

Risk Address

Description of Operations

[Large rounded rectangular text area for Description of Operations]

If additional space is needed to answer any questions, please use the blank page included with this form on page 7.

Year Business Started

Number of years of experience

Existing Insurer

[D][D][M][M][Y][Y] Expiry Date

Policy Number

Will they Renew? [] Yes [] No

If No, give reason for non-renewal

Expiring Premium

Limits

Deductible

Terms & Conditions:

[Large rounded rectangular text area for Terms & Conditions]

Has the Applicant been Cancelled/Declined Insurance? [] Yes [] No

If Yes, please attach details

Has the Applicant had any losses/claims for the last five (5) Years? [] Yes [] No

If Yes, please provide details, i.e. date, type of loss/claim, gross amount paid including defense cost and deductibles, amount of outstanding loss and steps taken to prevent reoccurrence?

[Large rounded rectangular text area for loss/claim details]

Are you aware of any incidents that may result in a claim? [] Yes [] No

If yes, please advise the details:

[Large rounded rectangular text area for incident details]

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Property Section

Building Construction

Walls (Type of Construction) Number of Stories Year Built
Floor (Type of Construction) Area FT2 M2 Basement
Roof (Type of Construction) Year Updated % Completed
Wiring (Type) Year Updated % Completed
Heating (Type) Year Updated % Completed
Plumbing (Type) Year Updated % Completed
Surrounding Exposure North South East West
Occupancy by Others

Name(s) and Address(es) of Mortgagee(s)

Mortgagee 1
Mortgagee 2

Fire Alarm/Detectors

Sprinklers % Monitored Local None Smoke/Heat Monitored Local None
Pull Box Yes No Other (specify)
Hydrant(s) Within 75m Within 150m Over 150m Other (specify)
Fire Department (Distance) Within 3km Within 5km Within 10km Over 10km Other (specify)
Fire Department (Type) Paid Volunteer Part Paid / Part Volunteer
Portable Extinguishers Specify

Burglary Alarm System(s)

Interior (Infrared or Motion) Yes No Central Station Monitored Local
Perimeter (Contacts on Doors and Windows) Yes No Central Station Monitored Local
Other Measures Bars on Windows Deadbolt on Doors Perimeter Lighting 3rd Party Security Guard Dog Other (specify)
Make of Alarm:
Monitoring Company:
Safe: Yes No
Class
Dimensions

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Is the Kitchen Equipped with:

Deep Fryer, Grill, CO2 system, If yes, is CO2 system: Wet/Dry

CO2 Maintenance Company Yes/No

6 Month Maintenance in effect (* Mandatory) Yes/No

Date of Last Inspection (DDMMYY)

Liability Section

(To be completed if a CGL quote is required.)

Licensed Capacity, Internal, Patio (Number)

Any Rooms Rented, Total Sq. Footage

Gross Receipts: Total Dollar Value, Food, Liquor

Other: (Specify Source)

Hours of Operation, Days of the Week

Number of Employees, Full-time, Part-time

Has the Applicant's Liquor Permit ever been suspended or revoked during the past five years?

If Yes, please attach Details

Is there a cover charge?

Does the Applicant engage in rental of location for special functions?

Does the Applicant request Third Party to Provide Liability Insurance?

Does the Applicant engage in off premises functions?

If Yes, please provide details and type

A: What receipts are generated from such functions?

B: Estimated annual number of events/special functions?

C: Are the insured's staff serving at these functions?

If the Applicant rents out the facility to another party, do they require proof of insurance in the form of a minimum \$1,000,000 CGL and are they added as an "Additional Insured"?

Have Managers/Servers taken S.M.A.R.T. program or equivalent?

Is I.D. Checking strictly Practiced?

Does the Applicant employ door control?

A: How Many Bouncers? B: Are Bouncers employees of Insured?

C: Are Bouncers Sub-Contracted out? If Yes, is proof of liability insurance required?

Liability Section - cont..

How are patrons evicted from the premises? _____

Under what circumstances are police called? _____

How are intoxicated customers handled? _____

Is alcohol service stopped? Yes No Does staff contact taxi? Yes No

Taxi/public phone available in the premises with a phone number? Yes No

Is public Transportation readily available? Yes No

Other measures taken: _____ Describe

Entertainment Facilities:

Pool Table Yes No Arcade Games Yes No

Disc Jockey Yes No Video Lottery Yes No

Dance Floor Yes No

Live Entertainment Yes No _____ If Yes, please describe

Mechanical or other devices: Yes No _____ If Yes, please describe

Other Additional Facilities: _____ Please describe

Describe car parking facilities: _____ Please describe

How many stairwells lead to/from the establishment? _____ Number

How many fire exits are available to the customers? _____ Number

Abuse and Employment Practices Disclosure

I have no knowledge of any past or pending claims against my company with respect to abuse including allegations of sexual abuse, or, any other employment practices violations including wrongful dismissal and discrimination. Yes No

*****COVERAGE SUBJECT TO THE FOLLOWING ENDORSEMENTS AND WARRANTIES:
(additional conditions may also be applied upon underwriting review)**

CLAUSE 1-AUTOMATIC PROTECTION WARRANTY

The rate of premium being used having regard to the fact that there is present in the risk a fully automatic C02 Extinguishing System or Dry Chemical, it is understood and agreed:

- (a) The Insured shall forthwith notify the Insurer of any interruption to or flaw or defect in the system coming to the knowledge of the Insured;
- (b) The Insured, if owner or lessee of the system, shall provide for regular inspection and maintenance of the equipment as recommended by the manufacturer with a minimum of a semi-annual inspection of the system by the manufacturer's authorized representative.

This Policy of Insurance will cease if the above conditions are not met.

BURGLARY PROTECTION WARRANTY

It is hereby warranted by the Insured and is a condition of this Policy of Insurance that the protection system described to the Insurer(s) will be maintained while this Policy is in force. It is also understood and agreed that:

- (a) The burglar alarm system described to the Insurer(s) will be maintained in proper working order and activated at all times when the "premises" are not open for business;
- (b) The Insured will notify the Insurer(s) immediately upon receiving knowledge that alarm signals will be disregarded by the police and/or the alarm company.

This Policy of insurance will cease to cover any loss from burglary and/or theft including any resultant damage from said perils in event that:

- (a) The Insured fails to maintain the burglar alarm system described to the Insurer(s) during any period;
- (b) The Insured fails to notify the Insurer(s) immediately upon receiving knowledge that alarm signals will be disregarded by the police and/or the alarm company.

LIQUOR LIABILITY LIMITATION

Attached to and forming part of The Commercial General Liability Form

This insurance is limited as follows:

This insurance applies to "bodily injury", "property damage" or "personal injury" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability under the Liquor License Act or similar statutes provided that all necessary licenses from public authorities to sell liquor as defined in the Liquor License Act or similar statutes have been obtained by the Named Insured and remain in full force and effect.

If, during the Policy Period such necessary licenses expire and are not renewed, or if such necessary licenses are cancelled or revoked for any cause whatsoever, such expiration or cancellation of said license shall operate automatically as a cancellation of this coverage effective without notice.

Except as otherwise provided in this form, all terms, provisions and conditions of the policy shall have full force and effect.

LIQUOR LIABILITY EXCLUSIONS

(Attached to and forming part of the Commercial General Liability Form)

This insurance does not apply to "Bodily Injury" or "Property Damage" or "Personal Injury" arising out of:

- A. Any claim or "action" in any way connected with or related to, or alleged to be connected with or related to, the ejection of any person from the premises, including car parking facilities, of the Insured, by or on behalf of any Insured;
- B. Injury to entertainers regardless of whether the Insured may be liable as an employer or in any other capacity. Entertainers includes any person or persons engaged in any type of public or private performance;
- C. The selling or serving of any alcoholic beverages with the knowledge of the Insured to a minor; assault or battery caused by, or at the direction of, or omission by the Insured and or employees of the Insured.

Except as otherwise provided in this form, all terms, provisions and conditions of the policy shall have full force and effect.

Additional Information related to Application
(Extra Risk Locations, Mortgagees, etc.)

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Consumer and previous insurer reports containing personal, credit, factual or investigative information about the applicant may be sought in connection with this Application for Insurance or any renewal, extension or variation thereof. All provisions contained in the various forms issued under this contract shall be deemed to be contained in the present Application for Insurance

The Policy may be deemed to be void and claims may be deemed not covered where:

1. An applicant for a contract:

- a) gives false or erroneous information to the prejudice of the Insurer, or
- b) knowingly misrepresents or fails to disclose in the Application any fact required to be stated therein: or

2. The Insured contravenes a term of the Contract or commits a fraud; or

3. The Insured willfully makes a false statement in respect of a claim under the Contract.

Policy Language Request: (applicable to New Brunswick applicants only):

In connection with this application for insurance coverage, we hereby request and consent that all insurance policy documents be prepared and executed in the English language.

Language de la police d'assurance (pour les résidents du le Nouveau-Brunswick seulement):

Considérant la demande de protection d'assurance, par la présente nous demandons et consentons que tous les documents d'assurance soient préparés et rédigés en anglais.

We Strive to Protect Your Personal Information

All employees, agents, independent brokers and suppliers who are granted access to customer records understand the need to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated and reinforced.

We have also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

Your Privacy Choices

You may withdraw your implied consent at any time (subject to legal or contractual obligation and on providing us reasonable notice) by contacting our Privacy Officer. Please be aware that withdrawing your consent may prevent us from providing you with the requested product or service.

If You Need More Information

For more information about our privacy policies and procedures, please contact our Privacy Officer, at PrivacyOfficer@swgins.com

1815 Ironstone Manor
Pickering, Ontario
L1W 3W9
Tel: 905-428-1269
Fax: 905-428-3977

Our Privacy Policy and Commitment to Protecting Your Privacy

As a policyholder, you trust us with your personal information. We respect that trust and want you to be aware of our commitment to protect the information you share with us in the course of doing business with us.

How We Use and Disclose Your Information

When you purchase insurance from us, you share personal information so that we may provide you with the products and services that best meet your needs and provide the insurance protection you have requested. In order to do this, we may use and disclose your personal information to:

- Communicate with you.
- Assess your application for insurance including underwriting and pricing your policies.
- Evaluate claims.
- Detect and prevent fraud.
- Analyze business results.
- Act as required or authorized by law.

We assume your consent for our company to use this information in an appropriate manner.

All personal information is safeguarded with appropriate security measures.

What We Will NOT Do With Your Information

We do not sell customer information to anyone. Nor do we share customer information with organizations outside of our associated companies.

Print Name and Title

Signature of Applicant or Authorized Representative

DATE:

D	D	M	M	Y	Y
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Broker Survey

(Questions to be answered by the Broker)

1. Do you know the Applicant Personally? Yes No

If Yes, for how long?

2. Did you receive the order direct from the Applicant? Yes No

If No, from whom and why?

3. Do you handle other Insurance for the Applicant? Yes No

If yes, which coverages.

4. Do you recommend this risk in every respect? Yes No

If no, please explain

5. Is this risk a renewal to your Office? Yes No

If yes, how long have you placed the risk?

6. Are you licensed broker in the province wher the risk is located? Yes No

DATE:

D	D	M	M	Y	Y
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Broker's Signature _____