

LIQUOR LICENSED ESTABLISHMENT APPLICATION

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



Formerly A.M. Fredericks Underwriting Management Ltd.

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

Broker

Attn AMF 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

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 Expiry Date Policy Number

Will they Renew? Yes No

If No, give reason for non-renewal

Expiring Premium Limits Deductible

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?

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

If yes, please advise the details:

Property Section

Building Construction

Walls (Type of Construction) _____	Number of Stories _____	Year Built _____
Floor (Type of Construction) _____	Area _____	<input type="checkbox"/> FT ² <input type="checkbox"/> M ² 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 Make of Alarm: _____

Deadbolt on Doors Monitoring Company: _____

Perimeter Lighting

3rd Party Security Safe: Yes No

Guard Dog

_____ Class _____

Other (specify) _____ 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

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Required Coverage Section

Perils: All Risks (AR) Named Perils

Valuation: Replacement Cost (RC) Actual Cash Value (ACV)

Coverages Required					
Coverages	DED	CO-INS	Limits	Rate	Premium
Building					
Contents					
Consequential Loss					
Profits					
Gross Earnings					
Extra Expenses					
Rents					
Glass					
Sign Floater					
Office Equipment Floater					
C.E.F.					
Boiler & Machinery					
Including or Excluding: Flood <input type="checkbox"/> Yes <input type="checkbox"/> No Earthquake <input type="checkbox"/> Yes <input type="checkbox"/> No Sewer backup: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Crime & Liability					
Broad Form Money & Securities					
In and Out Hold-up					
Employee Dishonesty - Form A					
Depositor's Forgery					
Counterfeit Currency					
CGL					
TLL					

The following coverages may be included in our CGL:

- Non-Owned Automobile-Excluding Long Term Leased Vehicles
- Products & Completed Operations
- Employees as Additional Insureds
- Contingent Employer's Liability
- Broad Form Property Damage
- Blanket Contractual Liability-Non-Reported
- Personal Injury
- Medical Payments Limits - \$2,500 each person/\$25,000 aggregate any one occurrence
- Advertising Liability
- Owners/Contractors Protective
- Separation of Insureds/Cross Liability
- Bodily Injury & Property Damage to Protected Persons & Property
- Broad Form Automobile
- Attached Machinery
- Tenants Legal Liability - Broad Form - \$100,000 Limit
- Pollution Exclusion - Hostile Fire Exception
- Incidental Medical Malpractice

✓ CHECK ADDITIONAL CGL COVERAGE REQUIRED

- Broad Form Vendors Per Policy Limits
- Employee Benefits E&O \$1,000,000
- SEF #94 - Private Passenger & Light Commercial under 2,800Kg. \$50,000
- SEF #96 - Contractual Liability Endorsement Per Policy Limits
- Employers' Liability Per Policy Limits
- Voluntary Compensation As per schedule
- Advertising Liability Per Policy Limits
- Abuse Limitation \$50,000
- Forest Fire Fighting Expense _____ Limit (\$)
- Other: _____ _____ Limit (\$)

*****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 CO2 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

201-339 Westney Rd. S.
Ajax, Ontario
L1S 7J6
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 _____