



Liquor Liability Product

We offer a monoline liquor liability product that provides cross-selling opportunities for many classes of business.

Product Features

- ▶ Broad appetite for virtually all classes of small to medium sized risks
- ▶ Monoline liquor liability product features
 - Basic Form product* features expense costs inside the limits of liability, an exclusion for assault or battery coverage and a significant credit for the purchaser
 - 25 percent credit for bars
 - 15 percent credit for restaurants
 - Top Shelf product provides coverage for expense costs outside the limits of liability, may provide coverage for assault or battery and includes automatic coverage for the liquor license holder as an additional insured
- ▶ Employees included as insureds at no additional charge
- ▶ No deductible
- ▶ Aggregate per location endorsement offered for risks with multiple locations
- ▶ Policy includes expanded definition of bodily injury

Eligible Classes:

Basic Form or Top Shelf Product

- ▶ Bars, adult entertainment clubs** and nightclubs
- ▶ Restaurants
- ▶ Banquet facilities
- ▶ Country clubs, private and fraternal clubs

Top Shelf Product Only

- ▶ Retail stores, retail and wholesale distributors
- ▶ Unique operations such as off-premises caterers and concessionaires

* Basic coverage available in most states

** Adult entertainment clubs available in most states

Additional Advantages:

- ▶ Financial stability of a carrier rated A++ by A.M. Best
- ▶ Unsurpassed service with a sense of urgency and care
- ▶ Policyholders have access to many services through our Business Resource Center that will assist in growing and protecting their business







Hospitality and Liquor Liability Product

Depending on the laws in your state, you may be held liable for the actions of intoxicated or underage persons you serve

- ▶ The negligent service to an intoxicated or underage person can produce substantial verdicts or settlements
- ▶ Employers may be held liable for the actions of employees who sell or serve alcohol in violation of state laws
- ▶ Even if an establishment is not found liable, it may cost hundreds of thousands of dollars to defend a claim
- ▶ Underage drinkers make up a significant portion of alcohol-related traffic crashes

Why you should purchase the USLI Liquor Liability policy?

The following are important coverages to have in your policy. Check to make sure you have all of these features.

COVERAGE FEATURES	USLI	COMPETITORS
Expense costs outside policy limits		
Assault or battery coverage available on most accounts up to full limits		
Automatic coverage for liquor license holder as additional insured		
Separate liquor liability limit from the general liability limit		
No deductibles		
Aggregate per location endorsement offered for risks with multiple locations		
Discounted online alcohol awareness training for employees of policyholders		
Established and stable liquor market for over thirty years		
Specialized claims team with over 30 years of experience in defending and mitigating liquor liability claims		
A.M. Best rated A ⁺⁺ carrier		
A proud member of the Berkshire Hathaway Group		
Policyholders have access to many services through our Business Resource Center that will assist in growing and protecting their businesses		

**Basic Form product and adult entertainment are not eligible in Iowa*



Liquor Liability Product

Claim Examples

- ▶ **Bar/Tavern:** A minor and his friend were served a beer at a local bar. Shortly after leaving, the underage driver lost control of his vehicle and struck a telephone pole. His friend suffered injuries as a result of the accident. Witnesses later testified that the bartender had not requested proper identification. Suit was brought against the bar claiming illegal service to a minor. **The claim settled for \$60,000 and expense costs totaled \$25,000.**
- ▶ **Bar/Tavern:** A young couple was served several drinks at a popular downtown bar. An hour after leaving the establishment, their vehicle crossed over two lanes of traffic and collided head-on with a tractor-trailer. The driver of the truck was severely injured. Suit was brought against the bar for negligent service and failing to properly train employees. **The policy limit of \$500,000 was exhausted and expense costs totaled \$50,000.**
- ▶ **Restaurant:** Three friends enjoyed some drinks together at a local upscale restaurant. Just before leaving, they ordered a six-pack of beer to go. On their way home, a police officer noticed the passengers were throwing objects out the car window. A chase ensued, the driver lost control and the vehicle flipped over. One of the passengers was pronounced dead at the scene and another died later at the hospital. The parents of one of the decedents filed a wrongful death claim against the restaurant. **The case settled for \$400,000 and expense costs totaled \$59,000.**
- ▶ **Concessionaire:** A concert attendee was served at least eight beers over the course of the evening. On the way home, he was speeding and rear-ended another vehicle. Two passengers in the other car were ejected from their vehicle and suffered serious injuries. Both of the injured parties brought suit against the beer vendor for negligent service. **The claim settled for \$1,000,000 and expense costs totaled \$77,000.**
- ▶ **Bowling alley:** A young woman and her boyfriend went to a local bowling alley and consumed three pitchers of beer during the evening. An argument ensued, and the boyfriend left the bowling alley alone. A short time later, his vehicle hit a construction worker who was putting cones on the highway. The construction worker suffered a broken pelvis, head injuries and facial fractures. Suit was brought against the bowling alley for negligent service. **The claim settled for \$200,000 and expense costs totaled \$15,000.**
- ▶ **Retail store:** A 16-year-old boy purchased beer from a local retail store, and the store's employee failed to request proper identification. The boy took the beer to an underage drinking party. His 20-year-old sister arrived to take him home and she also consumed some beer as well. On the way home, she flipped her convertible and her brother was ejected from the vehicle and died as a result of his injuries. The mother of the boy brought suit against the retail store. Even though the sister who was driving the vehicle did not purchase the alcohol, the retail store was held liable due to the illegal sale to a minor. **Damages in the amount of \$580,000 were awarded and expense costs totaled \$100,000.**



CARRIER:

Empty box for carrier information

Liquor Liability Representation Application

BEER, WINE AND LIQUOR STORES AND WHOLESALE OPERATIONS

YOU CAN OBTAIN A QUOTE BY PROVIDING THE INFORMATION IN SECTION I - INSTANT QUOTE BELOW, SUBJECT TO THE REMAINDER PROVIDED PRIOR TO BINDING.

I. INSTANT QUOTE INFORMATION

Applicant's name (include DBA name): _____

Mailing address: _____

City: _____ State: _____ Zip code: _____

Location address: _____

City: _____ State: _____ Zip code: _____

Web address: _____ E-mail address: _____ Phone: _____

Inspection contact name: _____ E-mail address: _____ Phone: _____

Form of business: Individual Corporation Partnership LLC Other _____

Number of locations to be insured: _____ (complete one application per location)

Description of operations

Empty box for description of operations

1. What year did the applicant start business at this location? _____

LIQUOR LIABILITY SECTION

Each common cause limit: \$ _____ Aggregate limit: \$ _____

Exposure basis: Retail alcohol receipts: \$ _____ Wholesale alcohol receipts: \$ _____

2. Does the applicant offer on-premises tasting or sampling of alcoholic beverages? Yes No

If "Yes," complete the following:

a. Is self service of alcohol permitted by patrons? Yes No

b. (Retail liquor stores or convenience/deli/grocery stores) Are complimentary tastings limited to a maximum of 8 oz. or less per patron per day? Yes No

c. (Micro-breweries) Are complimentary tastings limited to a maximum of 12 oz. or less per patron per day? Yes No

d. (Distilleries) Are complimentary tastings limited to a maximum of 2 oz. or less per patron per day? Yes No

e. If persons other than the applicant's employees are serving the samples, does the applicant obtain proof of Liquor Liability insurance from them at limits equal to or greater than our applicant's and request to be named as an additional insured? Yes No

3. Does the applicant deliver alcoholic beverages to their customers? Yes No

If "Yes," complete the following:

a. Is alcohol delivered by the applicant only to adults who provide proper identification and signature verifying they are of legal age in the state of the applicant's operation? Yes No

b. Does applicant deliver to AK, AL, IL, LA, MN, MS, RI and WV? Yes No

4. Does the establishment attract a predominantly youthful crowd ranging from 21-25 years of age? Yes No

5. What time does the sale of alcohol cease? _____ a.m. p.m. 24 hours

6. Are all alcohol-serving employees certified in a formal alcohol awareness training course not mandated by the state? Yes No

If "Yes," provide the name of the course: _____

7. Does the establishment have and utilize an identification scanner device to verify age of patrons? Yes No

Additional Interests:

Name	Relationship/Interest	Address	City, State, Zip

ELIGIBILITY CRITERIA

8. Have there been any liquor (*assault and battery not applicable in Georgia*) losses in the past five years? Yes No

If "Yes," provide the following information for each claim:

Coverage Type?	Date of Loss	Description of loss	Paid	Reserved	Status
<input type="checkbox"/> Liquor <input type="checkbox"/> Assault or battery			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed
<input type="checkbox"/> Liquor <input type="checkbox"/> Assault or battery			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed
<input type="checkbox"/> Liquor <input type="checkbox"/> Assault or battery			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed

Please provide additional claims or information on a separate sheet.

9. Have there been any liquor violations, citations, charges or enforcement actions in the past five years? Yes No

If "Yes," provide the following information on each claim:

Date of Violation	Description of Violation	Measures Taken to Prevent Future Violations

Please provide additional claims or information on a separate sheet.

Additional Interests (AI = Additional Insured, LP = Loss Payee, M = Mortgagee)

Name	Relationship/Interest	Address	City, State, Zip	AI	LP	M
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. Have all owners and principals with a controlling interest been financially solvent (i.e. no bankruptcy filings) for the past 12 months? Yes No

11. Are general liability limits equal to or greater than liquor liability maintained? (*As a condition of coverage, general liability limits must be maintained at limits equal to or greater than liquor liability limits.*) Yes No

12. Is a valid liquor license maintained, if required by ordinance or law? Yes No

a. Name on license: _____

b. License number _____

13. Has liquor liability coverage been canceled or non-renewed in the past five years? (***NOT APPLICABLE IN MISSOURI***) Yes No

If "Yes," please explain _____

14. Are there retail alcohol sales? Yes No

a. If "Yes," does the applicant obtain proper identification from anyone appearing to be 35 years of age or younger to verify that customers purchasing or sampling beer or other alcohol are of legal age? Yes No

15. Are there wholesale alcohol sales? Yes No

a. If "Yes," does the applicant have any operations in AK, AL, IL, LA, MN, MS, RI or WV? Yes No

16. Are employees or other persons selling or serving alcohol permitted to consume alcohol during hours of employment or service? Yes No

17. If operation is a microbrewery, brew pub or distillery, is employee consumption limited only to testing of product for quality control? Yes No

18. Does the applicant sell or serve samples of alcohol at festivals or any other off-premises events? Yes No

If "Yes," please complete the newest version of the special event application for separate quote consideration.

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Statement: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits

Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and Pennsylvania: 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 subjects such person to criminal and civil penalties.

Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. **THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.**

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

The signer of this Application acknowledges and understands that the information provided herein is material to the Company's acceptance of the risk and issuance of the requested policy. The signer of this Application represents that the information provided herein is true and correct in all matters. Any changes in the information represented in this Application occurring prior to the effective date of a policy shall be promptly reported to the Company in which case, the Company has the right to modify or withdraw any quote or binder issued based on such changes. The Company has the right but not the obligation to investigate any representation(s) in this Application. A decision by the Company not to investigate shall not estop the Company from relying on this Application in issuing a policy. It is agreed that this Application and any material submitted therewith, including but not limited to any supplemental Application(s), shall be the basis of any policy that is issued.

New York Fraud Statement: 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 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.

Applicant's signature: _____ Title: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____