



Lawn Care Services Product

Claim Examples

- ▶ **Bodily Injury:** The insured was cutting the lawn in a residential neighborhood. While riding a lawn mower, the insured struck the foot of a pedestrian who was jogging on the sidewalk. The insured was found to be negligent for carelessly operating machinery and incurred a loss of \$42,000.
The insured was edging a client's garden with a weed whacker. A small stone was projected from the weed whacker and hit the client in the shin. Her medical expenses totaled \$2,750.
- ▶ **Property Damage:** The insured was blowing leaves and grass off the sidewalk at a residential property. While operating the blower, stones were projected to a nearby vehicle that sustained paint and window damage. The insured was found to be negligent for the damage and incurred a loss of over \$5,000.
The insured repaired a broken water sprinkler at a residential property. After leaving the premises, the repaired sprinkler broke again and flooded a portion of the house, causing water damage. The costs to repair the water damage in the home totaled over \$22,000.
- ▶ **Contractors Equipment:** The insured stored a piece of his equipment in the garage of his client during the day. One afternoon, a fire occurred in the garage and destroyed the insured's equipment. The insured filed a claim to replace the equipment valued at just under \$10,000.
The insured left his best lawn mower at a job site and went to a local restaurant for lunch. When he returned, the lawn mower was gone. He made a claim for the \$11,200 lawn mower.

The Business Resource Center is available to all insureds with discounts on background check services, tenant screenings, motor vehicle records, and other great services!



Lawn Care Services Product

Our Lawn Care Services Product provides comprehensive coverage for the unique exposures faced by today's Lawn Care Services contractors. All coverages can be provided under a single policy.

Product Features:

- ▶ Commercial General Liability coverage with optional Contractors Equipment coverage
- ▶ General Liability is rated based on the number of employees.
- ▶ Broad eligibility to include:
 - New ventures
 - Up to 10 workers
 - Receipts up to \$500,000
 - Risks with no prior liability coverage or a lapse in coverage
- ▶ Ability to cover rented or borrowed equipment
- ▶ Blanket Additional Insured option available
- ▶ No General Liability Deductible
- ▶ Waiver of subrogation available
- ▶ Primary Non-Contributory wording available
- ▶ Risks with snow removal operations can be considered (snow removal will be excluded)

Additional Advantages:

- ▶ Competitive pricing
- ▶ Quoting available on the web, phone, or through your underwriter
- ▶ Quick binder confirmation
- ▶ Superior Policy Issuance
- ▶ A.M. Best rated A++ carrier

Coverages:

- ▶ General Liability (Up to):
 - \$1,000,000 per Occurrence
 - \$2,000,000 General Aggregate
 - Commercial Excess General Liability or Umbrella available with limits up to \$5,000,000

Optional Coverages

- ▶ Contractor's Equipment coverage available
 - Schedules up to \$150,000
 - \$50,000 limit per individual piece of equipment
 - \$10,000 & \$20,000 equipment rental coverage options
 - Up to \$15,000 available for miscellaneous tools and equipment





CARRIER:

[Empty box for carrier information]

Lawn Care Product Application

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

Instant Quote is only available for accounts with no losses in the past three years. If there is loss history, please complete the entire application.

Applicant's name: _____

Location address: _____ Same as mailing address

City: _____ State: _____ Zip code: _____

Description of Operations:

[Empty box for description of operations]

How many years has the applicant been at the current location? _____

Liability Section

Number of workers: _____ (include those with wages reported on form 1099; do not include clerical workers)

Limit: \$300,000/\$600,000 \$500,000/\$1,000,000 \$1,000,000/\$2,000,000

Blanket additional insured coverage desired? Yes No

Additional insureds/Mortgagees/Loss payees

Name	Relationship/Interest	Address	City, State, Zip

Inland Marine Section

Schedule of owned and leased Lawn Care equipment: Select deductible per loss: \$500 \$1,000 \$2,500

Item	Manufacturer	Model Number	Model Year	Serial Number	Description	Limit

Miscellaneous tools and equipment limit (per item value not to exceed \$500) \$ _____

Leased or rented equipment coverage – if desired, select limit: \$10,000 \$20,000

II. LOSS INFORMATION FOR THE PAST THREE YEARS None, or provide detail below.

Year	Status	Incurred	Description
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____

III. ELIGIBILITY CRITERIA

- No past, pending or planned bankruptcy or judgement for unpaid taxes against the named insured or any officer, partner, member or owner of the applicant individually within the past five years True False
- Coverage has not been cancelled or non-renewed including nonpayment of premium in the past three years? (not applicable in MO) True False

A. General Liability

- The applicant has never, and will not during our policy term, be involved in projects (in any capacity) for the construction of new apartments, condominiums, town homes or tract housing developments (more than five structures at any single location) True False
- No ice or snow treatment/removal services provided True False
- No operations involving painting, carpentry, plumbing or other "handyman" operations True False
- No swimming pool or pond installation or maintenance True False
- No stump grinding True False
- No erosion control operations True False
- No exterior operations in excess of one story, such as tree trimming and gutter cleaning True False

- 8. No sprinkler installation operations except for incidental damage repair True False
- 9. No debris removal operations True False
- 10. No "handyman" operations including painting, plumbing or carpentry True False
- 11. No more than \$500,000 in annual sales True False

B. Contractor's Equipment

- 1. Has the insured been in business for the past 3 years, or does the owner have 3 years of experience in this type of business? True False
- 2. No equipment mounted on barges, and no waterborne equipment performing cofferdam work or other construction on the water True False
- 3. No equipment licensed for over-the-road use True False
- 4. No equipment sold, leased, loaned or rented to others True False
- 5. No blanket coverage – except for miscellaneous tools and equipment True False
- 6. No work at nuclear facilities, chemical or petroleum plants True False
- 7. No coverage for employees' tools or clothing True False
- 8. The applicant does not have contractors' mobile home type trailers used as offices or for any other purpose True False

IV. ADDITIONAL APPLICANT INFORMATION

Form of business: Individual Corporation Partnership LLC Other _____

Applicant's mailing address (if different than the location address above): _____

City: _____ State: _____ Zip code: _____

E-mail address of primary contact: _____ Phone: _____

Inspection contact name: _____ Telephone/E-mail address: _____

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 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 commits a fraudulent insurance act.

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.

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.

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, Pennsylvania AND Ohio 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 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 is 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.

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days' notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

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 in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's signature: _____ Title: _____
President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____