



Bar and Restaurant Product — Package

Eligible Risks Can Include:

- ▶ New ventures
- ▶ Dancing
- ▶ Entertainment
- ▶ Bouncers
- ▶ Nightclubs
- ▶ Adult entertainment
- ▶ Prior claims and/or violations

Product Features:

- ▶ As a package, we can offer:
 - General liability coverage
 - Liquor liability coverage
 - Property coverage
 - Equipment breakdown coverage, which includes a \$250,000 sublimit for food spoilage
 - Crime coverage
 - Employment practices liability
- ▶ No liability deductible
- ▶ Assault or battery coverage is available on most risks for liquor liability
- ▶ Excess limits available for general liability
- ▶ Hired and non-owned auto coverage available if no delivery
- ▶ Value Plus endorsement is available on accounts eligible for Special Form. The endorsement offers 15 valuable coverage enhancements including: money and securities, employee dishonesty, signs, water back-up and more
- ▶ No inspection or issuance fees

Limits Of Insurance:

- ▶ General liability limits up to:
 - \$1,000,000 each occurrence/\$3,000,000 aggregate
- ▶ Liquor liability limits up to:
 - \$1,000,000 each occurrence/\$2,000,000 aggregate
- ▶ Property limits up to:
 - \$3,000,000 maximum property value in protection class 1–8
 - \$250,000 maximum property value in protection class 9–10
 - \$1,000,000 maximum property value per location in coastal zones (wind exclusion applies on building coverage)

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





Bar and Restaurant Product

Claim Examples

- ▶ **Bodily Injury:** While entering a restaurant, a customer slipped on the floor that was wet from rain and sustained a leg fracture. She successfully won a judgment against the restaurant for \$12,000.
- ▶ **Bodily Injury:** A customer was sitting on a bar stool when one of the legs of the stool became dislodged. The customer fell to the floor, hit their head and suffered a skull fracture. The total incurred loss was \$21,000.
- ▶ **Theft:** Perpetrators cut the phone lines to a restaurant, which also disabled the central station alarm. They then cut a hole in the rear door to gain access to the interior of the building. The perpetrators proceeded to the kitchen where they obtained knives to cut electrical wires and stole cash from the office, all of the liquor, 12 flat screen TVs, 2 projectors, a cigarette machine, 2 Wii game systems, a stereo system and a ping pong table. The total incurred loss was \$75,000.
- ▶ **Water Damage:** The flex water line to a second floor men's room toilet in a nightclub had a slow leak. Because the insured club is closed on Sundays and Mondays, the water damage was not detected for a few days. The total incurred loss was \$53,000.
- ▶ **Fire:** An electrical fire from a cash register at a nightclub was determined to be caused by an electrical cord short circuiting. The insured nightclub had two stories with four bars. The insured premises suffered severe fire and smoke damage, and the health department ordered the insured to dispose of all open alcohol. The total incurred loss was \$76,000.

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



CARRIER:

Empty box for carrier information

Liquor Liability Representation Application Bar/Restaurant Product

APPLICANT MAY QUALIFY FOR AN INSTANT QUOTE BY COMPLETING SECTION I BELOW. 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.

I. INSTANT QUOTE INFORMATION

Applicant's name (include DBA name): _____
Location address: _____ Same as mailing address
City: _____ State: _____ Zip code: _____
Web address: _____ E-mail address: _____ Phone: _____
Inspection contact name: _____ Phone: _____ E-mail address: _____
Audit contact name: _____ Phone: _____ E-mail address: _____
Form of business: Individual Corporation Partnership LLC Trust Other _____

Description of Operations:

Empty box for description of operations

Annual Receipts:

Table with 5 columns: Food Sales, Alcohol Sales-On Premises Consumption, Retail Alcohol Sales, Wholesale Alcohol Sales, Other Receipts (Describe). Each column has a dollar sign (\$) in the first row.

Each Common Cause Limit: \$ _____ Aggregate Limit: \$ _____

- 1. Number of locations to be insured: _____ (complete one application per location)
2. What year did business start at this location under the current ownership and management? _____
3. How many years experience does the current ownership have in owning or managing this type of operation? _____
4. Does the establishment feature any of the below entertainment? Yes No
If "Yes," check all the following that apply:
 Adult entertainment/Exotic dancing Number of times per week _____ or per year _____
 Band (three or more members, excluding jazz bands) Number of times per week _____ or per year _____
 Banquet entertainment by the organization or lessee Number of times per week _____ or per year _____
 Dance club/hall Number of times per week _____ or per year _____
 DJ with dancing Number of times per week _____ or per year _____
5. What is the latest hour of operation? _____ a.m. p.m. 24 hours
6. What time does the sale of alcohol cease? _____ a.m. p.m. 24 hours
7. Is the establishment a non-profit private, fraternal or social club? Yes No
If "Yes," complete section IV-C
8. Are bouncers, security or door persons ever employed? Yes No
9. Are all alcohol-serving employees certified in formal alcohol training course not mandated by the state? Yes No
10. Does the establishment utilize an identification scanner on all patrons regardless of age? Yes No
11. Are drink specials/happy hours offered after 9 p.m.? Yes No
12. Are drink specials/happy hours offered after 11 p.m.? Yes No
13. Is there a bar with seating? Yes No
14. Does the establishment attract a predominantly youthful clientele ranging from 21-25 years of age? Yes No
15. Does the establishment permit "BYOB" (bring your own bottle)? Yes No
If "Yes," complete section IV-D
16. Are facilities available for banquets, receptions or private affairs? Yes No
If "Yes," complete section IV-A

17. Is alcohol ever sold or served away from the premises? Yes No

Note: If off-premises coverage is desired, attach a completed Catering Plus Liquor Liability Application, form CP-LLA, to this submission

18. Is the applicant a retail liquor store, convenience/deli/grocery operation, or micro brewery/brew pub/distillery operation? Yes No

If "Yes," complete section IV-E or IV-F

II. LOSSES/VIOLATIONS, CITATIONS, CHARGES OR ENFORCEMENT ACTIONS FOR THE PAST 5 YEARS AND ADDITIONAL INSURED

19. Have there been any liquor or assault and battery losses in the last five years? Yes No

If "Yes," provide the following information on 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 separate sheet

20. Have there been any liquor violations, citations, charges or enforcement actions in the last 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 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"/>

III. GENERAL ELIGIBILITY CRITERIA SECTION – COMPLETE FOR ALL APPLICANTS

21. What is the lowest beer price offered, including happy hours and specials? \$ _____

22. What is the lowest price offered for a glass of wine/liquor including happy hours and specials? \$ _____

23. Are General Liability limits equal to or greater than Liquor Liability limits maintained? Yes No

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

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

Name on the license: _____ License #: _____

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

27. Has Liquor Liability coverage been cancelled or non-renewed in the past five years? Yes No

28. Is the establishment affiliated with a franchise operation? Yes No

29. Are patrons offered more than two complimentary drinks in one day? Yes No

30. Are "all you can drink", "bottomless drinks" or open bar specials offered? Yes No

31. Are patrons under the legal drinking age permitted on the premises? Yes No

32. Are patrons under the legal drinking age permitted on the premises after 11:00 pm? Yes No

33. Are whole bottles of liquor sold for bottle service or set ups offered? Yes No

34. Are drinking games offered or permitted (e.g. beer pong)? Yes No

IV. COMPLETE APPLICABLE SECTIONS FOR ADDITIONAL OPERATIONS:

A. RESTAURANTS OR BARS WITH BANQUET OPERATIONS

Note: If operation is strictly a banquet hall, attach a completed Catering Plus Liquor Liability Application, Form CP-LLA, to this submission

35. a. If there are banquet operations on the premises, are only the establishment's authorized employees or members permitted to serve alcohol at all events? Yes No
- b. If "No" to question "a," are persons who are serving alcohol and are not authorized employees or members of the establishment required to carry their own Liquor Liability insurance with limits equal to or greater than what is provided under the establishment's liquor liability insurance policy? Yes No

B. FINE DINING ESTABLISHMENTS

36. a. Is the average entrée price greater than \$20.00? Yes No
- b. Is the average bottle of wine price greater than \$30.00? Yes No
- c. Is the number of bottles on the wine list greater than 10? Yes No

C. NON-PROFIT PRIVATE, FRATERNAL OR SOCIAL CLUBS

37. a. Are same day memberships available? Yes No
- b. Are members permitted to bring more than three guests per day (excluding banquet activities and immediate family members)? Yes No
- c. Is self-service of alcohol by members permitted? Yes No
- d. Are drink specials or happy hours ever offered? Yes No
- e. Are any single drinks sold for less than \$.50? Yes No
- f. Is BYOB (Bring your own bottle) permitted? Yes No
- If "Yes," is this restricted to private functions only? Yes No

D. BRING YOUR OWN BOTTLE (BYOB) RESTAURANTS

38. a. What is the maximum occupancy of the establishment? _____
- b. What percentage of patrons brings their own bottle? Less than 50% More than 50%
- c. Does the establishment have a wait staff that actively monitors all alcohol consumption, and requests a valid ID from all patrons? Yes No
- d. Are patrons permitted to bring hard alcohol on the premises? Yes No

E. RETAIL LIQUOR STORE, CONVENIENCE/DELI/GROCERY STORE

39. Is proof of age required before serving alcohol to anyone who appears to be under the age of 35? Yes No
40. Are complimentary tastings offered? If "Yes," complete the following: Yes No
- a. Is eight ounces the maximum amount of complimentary samples permitted for any one patron per day? Yes No
- b. Are persons who are serving alcohol and are not authorized employees or members of the establishment required to carry their own Liquor Liability insurance with limits equal to or greater than what is provided under the establishment's liquor liability insurance policy? Yes No
- c. Is self-service of alcohol permitted by patrons? Yes No
41. Does the establishment deliver alcoholic beverages to the general public? If "Yes," complete the following: Yes No
- a. Is alcohol only delivered to adults who provide proper identification and signature verifying they are of legal age in the state of the establishment's operations? Yes No
- b. Does applicant deliver to any of the following states: AK, AL, IL, LA, MN, MS, OR, RI or WV? Yes No

F. MICROBREWERY/BREW PUB/DISTILLERY

42. Is self-service of alcohol permitted by patrons? Yes No
43. Is employee consumption limited to the tasting of products for quality purposes only? Yes No
44. Are complimentary tastings offered? If "Yes," complete the following: Yes No
- a. (Micro-breweries): Is twelve ounces the maximum amount of complimentary samples permitted for any one patron per day? Yes No
- b. (Distilleries): Is two ounces the maximum amount of complimentary samples permitted for any one patron per day? Yes No
- c. Are persons who are serving alcohol and are not authorized employees or members of the establishment required to carry their own Liquor Liability insurance with limits equal to or greater than what is provided under the establishment's liquor liability insurance policy? Yes No
45. Are there retail alcohol sales? Yes No
- a. Is proof of age required before serving alcohol to anyone who appears to be under the age of 35 Yes No

46. Does the establishment deliver alcoholic beverages to the general public? If "Yes," complete the following: Yes No
- a. Is alcohol only delivered to adults who provide proper identification and signature verifying they are of legal age in the state of the establishment's operations? Yes No
- b. Does applicant deliver to any of the following states: AK, AL, IL, LA, MN, MS, OR, RI or WV? Yes No
47. Are there wholesale alcohol sales? Yes No
- a. If "Yes," does the applicant have any operations in AK, AL, IL, LA, MN, MS, OR, RI or WV? Yes No
48. Are samples sold or served 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.

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 facilitation 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: _____