



Janitorial Services Product

Our Janitorial Services product provides comprehensive coverage for the unique exposures faced by today's residential and commercial contractors. All coverages are provided by a single policy.

Coverage and Product Features:

- ▶ Commercial general liability, property and inland marine
- ▶ Broad optional coverages vital to janitorial service are available:
 - Contractors' equipment floater
 - Rental reimbursement for damaged equipment
 - Lost key coverage
 - Property damage extension
- ▶ Coverage available for:
 - Independent contractors up to 25 percent of total receipts
 - Blanket additional insured available for commercial janitorial contractors
- ▶ No liability deductible
- ▶ Can consider floor waxing exposures up to 50 percent of total operations
- ▶ Rates per full-time and part-time employees

Limits:

- ▶ General liability of up to:
 - \$1,000,000 per occurrence
 - \$3,000,000 general aggregate
 - Coverage for independent contractors
- ▶ Property liability of up to \$5,000,000

Optional Coverages:

- ▶ Property damage extension:
 - \$5,000 each occurrence
 - \$25,000 aggregate
- ▶ Contractors' equipment floater:
 - \$10,000 blanket limit
 - \$2,500 any one item
 - \$500 deductible
- ▶ Rental reimbursement:
 - \$250 per day
 - \$5,000 any one loss
- ▶ Inland marine package

- ▶ Lost Key:
 - \$25,000 per day
- ▶ Commercial umbrella up to \$5,000,000
- ▶ Employee theft of customer's property coverage up to \$100,000 limit

Additional Advantages:

- ▶ A Berkshire Hathaway Company
- ▶ Unsurpassed service with a sense of urgency and care
- ▶ Policyholders have access to many free and discounted services through our Business Resource Center that will assist in growing and protecting their business







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Why do you need to purchase a Janitorial Services policy?

- ▶ Your method used to clean countertops caused a surface to become damaged and required replacement
- ▶ After you finished mopping a floor, a passerby slips and breaks their hip
- ▶ You lose the ring of keys to all of the locations you clean, and you need to replace the locks and keys of all corresponding locations

Why should you purchase the USLI Janitorial Services policy?

Important coverages are available, such as contractors equipment floater, rental reimbursement, lost key coverage and a property damage extension. The following features are important in the janitorial services industry:

COVERAGE FEATURES	USLI	COMPETITORS
No liability deductible		
Lost key coverage \$25,000 limit		
Property damage extension \$5,000 per occurrence/\$25,000 aggregate		
Contractor's equipment floater blanket limit \$10,000/\$2,500 any one item		
Rental reimbursement \$250 per day/\$5,000 any one loss		
Can consider up to 50 percent of annual sales for landscaping, lawn maintenance, carpet cleaning, window cleaning, floor waxing exposures and interior painting of total operations (combined)		
Expanded definition of bodily injury to include sickness or disease caused by mental anguish or emotional distress - See L-610		
Defense cost coverage provided outside the limit of liability		
Blanket additional insured available for commercial janitorial contractors		
Free and substantially discounted background check services provided to all janitorial policyholders		
Employee theft of customer's property coverage available		
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		



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Claim Examples

- ▶ **Bodily Injury:** The insured is a janitorial subcontractor who was contracted to perform janitorial services to a chain of supermarkets. The janitorial employee was cleaning the floor prior to the store opening for the day. A delivery person walked into the store and slipped on a wet floor breaking his hip. The insured was found negligent for not placing a warning “slippery when wet” sign and proper warning cones around the area being mopped. The claimant incurred medical bills of \$32,000 and eighteen months of lost wages. He filed a lawsuit against the building owner who joined the insured janitor as a co-defendant in the lawsuit. The policy provided coverage for the lawsuit and contributed \$250,000 to a \$500,000 claim settlement.
- ▶ **Property Damage:** The insured was transporting a carpet-cleaning machine to a client’s apartment suite and the machine leaked oil onto the marble tile floor and oriental rugs in the apartment main lobby. The policy covered the clean-up and restoration costs to the floor and rugs.
- ▶ **Contractors Equipment Floater:** The insured kept a piece of his equipment in the hallway of his client during the day. One afternoon a fire occurred in the hallway that destroyed the insured’s vacuum cleaner. The insured filed a claim to replace the vacuum for \$2,200.
- ▶ **Rental Reimbursement:** The insured used a specialized piece of waxing equipment to clean his client’s floors. One of his employees forgot to place the machine back into his car trunk and backed over it when pulling out of the client’s parking lot. The insured needed to lease a machine until his could be repaired. He was reimbursed \$1,500 for the rental.
- ▶ **Property Damage Extension:** The insured’s employee was using a steel wool scrubber on a client’s custom shower door. This action resulted in multiple scratches in the door that could not be removed, requiring replacement of the shower door. The cost to replace the door was \$1,200. The policy provides coverage for this claim.
- ▶ **Property Damage Extension:** One of the insured’s employees was dusting a client’s bookshelf and accidentally knocked over and broke a vase. The vase required replacement due to the insured’s negligence. The incurred loss totaled \$475.
- ▶ **Lost Key:** The insured kept all of his client’s keys on one key and lost the key ring requiring him now to pay the cost to replace all the locks at each of each client’s premises totaling \$3,500.
- ▶ **Employee Theft of a Customer’s Property:** A part-time employee of a cleaning service stole a watch and wedding ring from a customer while cleaning their residence. The cost to replace the watch and ring was \$8,000.

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:

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Janitorial Services 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 (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

1. What year did the business start? _____
2. How many years at the current location? _____
3. Will any residences be cleaned during the policy term? Yes No
4. Will any offices, office buildings or common areas of apartments, townhomes, condos, multi-family dwellings be cleaned during the policy term? Yes No
5. Will any mercantile locations (including retail stores, restaurants, theaters, arcades or banks) be cleaned during the policy term? Yes No
If "Yes," will work be performed at mercantile locations when they are open for business or accessible to the general public? Yes No
6. Will any other commercial buildings be cleaned during the policy term? Yes No

Liability Coverage:

7. Requested Occurrence Limit: \$100,000/\$200,000 \$300,000/\$600,000 \$500,000/\$1,000,000 \$1,000,000/\$2,000,000
8. Number of janitorial workers: (include owner, employees and those whose wages are reported on 1099)
 - a. Full-time workers _____ (full time is considered 30 hours or more per week)
 - b. Part-time workers _____ (part time is considered 29 hours or less per week)
9. What are the projected total annual receipts? \$ _____
10. Are independent contractors utilized? Yes No
If "Yes," what are the projected total annual costs? \$ _____

Optional Coverages:

11. Add **Independent Contractors** coverage? Yes No
12. Add **Property Damage Extension**? (each occurrence \$5,000, aggregate \$25,000) Yes No
13. Add **Employee Theft of Customer's Property**? Yes No
If "Yes," what is the limit requested? \$ _____ (limits available in increments of \$5,000, up to \$100,000)
14. Add **Blanket Additional Insured** coverage? Yes No
15. Add **Inland Marine** coverage for equipment, lost keys and rental reimbursement? Yes No
Includes:

<u>Contractor's Equipment Floater</u>	<u>Rental Reimbursement</u>	<u>Lost Key Coverage</u>
Blanket limit \$10,000	Per day \$250	Limit \$25,000
Any one item \$2,500	Any one loss \$5,000	
Deductible \$500		
16. Add **"Waiver of Transfer of Rights of Recovery Against Others to Us"**? Yes No
If "Yes," how many people or organizations need **"Waiver of Transfer of Rights of Recovery Against Other to Us"**? _____

II. LOSS INFORMATION FOR THE PAST THREE YEARS

17. Have there been any general liability and/or assault and battery losses in the last three years? Yes No

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

Coverage Type	Assault/Battery?	Date of Loss	Description and measures in place to prevent future incidents	Paid	Reserved	Status
<input type="checkbox"/> Property <input type="checkbox"/> Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed
<input type="checkbox"/> Property <input type="checkbox"/> Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed
<input type="checkbox"/> Property <input type="checkbox"/> Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed

Please provide additional claims or information on separate sheet

III. ELIGIBILITY CRITERIA

- Are more than 50 percent of sales generated from operations involving landscaping, lawn maintenance, carpet cleaning, interior painting and window cleaning (combined)? Yes No
- Are more than 50 percent of the total operations dedicated to floor waxing? Yes No
- Are there any operations involving insurance claim response, water removal/extraction, mold remediation, hood/duct cleaning, pressure washing or security? Yes No
- Are there any operations that include "handyman" services, such as electrical, plumbing or carpentry? Yes No
- Are there any operations that include the handling of infectious waste or hazardous material? Yes No
- Are there any operations within auto repair shops, car washes, machine shops, warehouses, manufacturing or industrial facilities (other than cleaning offices within such locations), hotels, college dormitories or schools? Yes No
- Are there any past, pending or planned foreclosure and/or bankruptcy or judgment for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the past five years? Yes No
- Do any operations involve construction debris removal? Yes No
- Do any operations involve street cleaning requiring the use of heavy equipment? Yes No
- Do operations include cleaning of locations (other than personal residences) open 24 hours per day? Yes No
- Has insurance coverage been cancelled or non-renewed in the past three years? (not applicable in MO) Yes No
- Is the annual cost for subcontractors more than 25 percent of the total annual receipts? Yes No
- Are there any operations past, present or future in Alaska, Louisiana or West Virginia? Yes No

IV. MAILING ADDRESS

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

City: _____ State: _____ Zip: _____

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: _____