

Liquor Liability



email: info@uigusa.com phone: 800.385.9978

The Agent Agency

COVERAGE REQUESTED

1. Effective Date: _____ To _____
2. Limits of liability \$150,000 **Split Limit** (Minimum coverage required by IABD regulation. Includes \$5,000 Property Damage)
 \$200,000 \$300,000 \$400,000 \$500,000 \$1,000,000 **Split Limits**
(50% of coverage allocated to bodily injury; 25% allocated to property damage; 25% of coverage allocated to loss of support)
 \$150,000/\$300,000 \$200,000/\$400,000 \$300,000/\$600,000 \$500,000/\$1,000,000
 \$1,000,000/\$2,000,000 **Occurrence/Aggregate Limits**
3. Assault & Battery Coverage Yes No
4. Terrorism buy back coverage Yes No

APPLICANT INFORMATION

5. Legal Name: _____ DBA: _____
Premise Address: _____
(Street) (City) (State) (Zip)
Contact Name: _____ Title: _____
Phone: _____ Alt Phone: _____
6. **Mailing** Address (if different from above):

(Street) (City) (State) (Zip)
(If requesting coverage for more than one location, please complete a separate Liquor Liability Application for each)
7. Applicant is: Owner of Premise Tenant
If applicant is a tenant:
Name of owner of premises _____
Are applicant and owner related parties: Yes No
Is an Additional Insured needed? Yes No
If **YES**, Additional Insured Name: _____
Additional Insured Address: _____
(Street) (City) (State) (Zip)
8. Applicant operates as: Restaurant Tavern Package Store Night Club
 Golf Course Caterer Banquet Hall Other Describe: _____
9. The risk is located within outside the corporate limits of the city, town or village shown above.
10. Does applicant have a valid liquor license? Yes No Pending
Name on license _____ License # _____
11. Number of years applicant has operated at this location: _____

12. Hours of operation:

Monday _____ to _____ Friday _____ to _____
Tuesday _____ to _____ Saturday _____ to _____
Wednesday _____ to _____ Sunday _____ to _____
Thursday _____ to _____

Service bar only? Yes No

Beer and wine only? Yes No

Drive-through facility? Yes No

If applicant is a private club, will premises be used for wedding receptions, parties, bingo, fish fries, etc.? Yes No

If **YES**, describe: _____

13. Is applicant active in the day-to-day operation of the establishment? Yes No

If **NO** provide the following:

Name of manager: _____

Number of years employed by you: _____

Number of years of management experience: _____

14. Check all that apply:

Amusement Devices: None

Pool Tables # _____ Mechanical Bulls # _____

Video Games # _____ Rock Climbing

Dart Boards # _____ Velcro Walls

Gyroscopes Boxing/Wrestling

Bungee Jumping

Other, describe: _____

Entertainment: None

Live Entertainment/Entertainers – Describe: _____ Number of days per week: _____

Customer Contests – Describe: _____ Number of days per week: _____

Dance Floor

Jukebox

Other, Describe: _____

Promotions: None

"Happy Hours"/Reduced-Price Drinks Number of days per week: _____

Pay-per-View Events Number of days per week: _____

Televised Sports Events Number of days per week: _____

Pre-Paid Drink Events Number of days per week: _____

Flat-Fee "Open Bar" Events Number of days per week: _____

Wait Staff with Shots Number of days per week: _____

Beer Tubs Number of days per week: _____

Funnel Drinking Number of days per week: _____

Other, Describe: _____

15. Does applicant host or sponsor special events? Yes No

If **YES**:

What type: New Year's Eve St. Patrick's Day Oktoberfest Other Please list: _____

(If more than one event during a policy period please provide supplemental information)

16. Number of alcohol servers _____

Number of servers currently employed who have completed T.I.P.S. or T.A.M.S. or equivalent course within the last three (3) years: _____

Are Employees, Managers, Owners or other staff permitted to consume alcohol while working (on the clock) for the applicant's (named insured's) operation? Yes No

17. Describe precautions taken to prevent serving minors and intoxicated patrons:

18. Describe how you and your employees handle patrons who become intoxicated:

19. Does applicant employ "bouncers" or any other security personnel? Yes No

If **YES**: Do they carry a weapon? Yes No

Are security personnel Employees or Independent Contractors

If Independent Contractors:

Do you obtain a certificate of insurance? Yes No

Name of security firm: _____

Are bouncers, whether employees or independent contractors, allowed to drink alcohol, prior too, or while working (on the clock) for the applicant's (named insured's) operation? Yes No

20. Does applicant utilize security cameras? Yes No

21. Estimate the average age of patrons: 20-29 30-39 40-49 50+

22. Is there a college/university within a one-mile radius? Yes No

If **YES**, name: _____

23. Is there a pier (dock) within a one-mile radius? Yes No

24. How many times have law enforcement officials been called to the applicant's establishment in the past twelve months? _____

25. List all claims and suits brought against applicant during the past five years [Loss Runs required at binding]

Date of Loss	Description	Amount Paid	Amount Reserved	Status: "O" = Open "C" = Closed

(Attach a separate sheet if more space is needed)

26. Is applicant aware of any incident or circumstance which might lead to claim or suit (not listed in question 25)? Yes No

If **YES**, describe:

27. Has applicant been fined by or had any citations from the Liquor Control Commission in the past five (5) years? Yes No

If **YES**, describe: _____

28. Has applicant ever had a liquor liability insurance policy canceled, declined or non-renewed? Yes No

If **YES**, describe: _____

29. Has applicant or any employee ever been convicted of a felony? Yes No

If **YES**, describe: _____

30. Prior liquor liability carrier: _____
 Prior policy period: From: _____ To: _____
 Prior policy limits: \$: _____ Deductible \$: _____
 Prior premium: \$: _____
 Current general liability carrier: _____ Policy #: _____
 Policy period: From: _____ To: _____
 Policy limits: \$: _____ A & B Limit: _____
 Deductible: \$: _____ GL Premium: _____

31. Annual Receipts **Sales Tax Returns Will Be Requested at Inspection**

Period	Food Sales	Bar Alcohol Sales	Bar Non-Alcoholic Beverage Sales	Package Alcohol Sales	All Other Sales (Gaming, Cover Charge, Etc.)
Expiring 12 months:					
Estimated for next 12 months:					

32. Accounting Firm: _____
 Contact Name: _____
 Address: _____
 Telephone: _____

Fraud Warning:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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 that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject to the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA, and WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI and WV

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

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts for 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, for 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.

APPLICABLE IN OKLAHOMA

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.

APPLICABLE IN FLORIDA

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.

APPLICABLE IN KANSAS

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, 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.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON

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.

APPLICABLE IN PUERTO RICO

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Warranties and Representations

In submitting this Application, the undersigned certifies and agrees that:

- a) The information in this Application and all attachments are true and complete as of the date submitted;
- b) Founders Insurance Company may, and is intended to rely upon such information in determining whether to issue insurance coverage and, if so, what premium and upon what terms;
- c) Upon any change in the circumstances which bear upon the accuracy or completeness of the undersigned's representations herein, he/she shall notify Founders Insurance Company immediately in writing and such notice shall become a part of this Application;
- d) Founders Insurance Company may change the quoted premium and/or the terms of any coverage if, subsequent to the submission of this Application, it becomes aware of any such circumstances, whether by notice from the undersigned or otherwise;
- e) Neither the insured nor any principal with a control interest in the insured, has filed for bankruptcy within 12 months prior to the date the application is signed;
- f) General Liability insurance is carried by the insured at limits equal to or greater than Liquor Liability on our policy;
- g) The insured has and will maintain a valid liquor license prior to the insured selling, serving or distributing alcohol.
- h) The undersigned authorizes all former liability insurers and all accounting firms, Founders Insurance Company and/or its agents all available information concerning the undersigned's prior underwriting or claims history and liquor purchases and receipts, and releases all such former liability insurers and accounting firms, Founders Insurance Company and its agents from any liability resulting from such disclosures and use, even if such information is incomplete or erroneous;
- i) Upon submission of this application and at any time thereafter the undersigned shall make available to Founders Insurance Company and its agents access to the premises and operations to be insured for an inspection and copies of the last four (4) calendar quarters of sales tax returns;
- j) The submission of this Application shall not bind Founders Insurance Company or its agents to the issuance of insurance coverage, nor shall it bind the undersigned to accept insurance coverage; and
- k) Should Founders Insurance Company issue insurance coverage which is accepted by the undersigned:
 - 1) The undersigned shall allow Founders Insurance Company to audit its books, records, and operations, including an audit of the estimated liquor receipts to ensure their accuracy and/or actual liquor receipts for any relevant time period;
 - 2) The undersigned shall maintain accurate books and records of its liquor receipts for three (3) years following policy expiration and shall send to Founders Insurance Company copies of any documents requested;
 - 3) The premium payable for the insurance coverage is a deposit premium only and may be adjusted by Founders Insurance Company at any time during the policy period and up to three years after its expiration based upon the rates in effect at policy inception; and
 - 4) The undersigned shall pay any additional premium due to Founders Insurance Company within fifteen (15) days of receipts of an invoice.

Agent Signature: _____

Applicant Signature: _____

Agent Print Name: _____

Applicant Print Name: _____

Dated: _____

Title: _____

Dated: _____