

A.M. FREDERICKS UNDERWRITING MANAGEMENT LTD.

ROOFING CONTRACTORS LIABILITY APPLICATION

Date: _____ **Broker:** _____

Name of Applicant: _____

Names of Principals: _____

Address: _____

Phone #: _____ **Fax #:** _____

Previous Insurer and last term Insured: _____

Has any insurer declined, cancelled or refused to renew the applicant's liability insurance in the past five (5) years? YES _____ NO _____

If yes, provide details: _____

No of Years in the business _____

Number of years that principals have been in the roofing trade _____

Has the applicant ever engaged in similar business operations under different names? Yes ____ No ____

If yes, provide details: _____

(a) Provide a summary of business operation _____

(b) Number of employees: _____ **Annual Payroll:** _____

(c) Annual gross revenue from:
(i) Roofing _____ **(ii) Other** _____

(d) Percentage split
(i) Commercial _____ **Residential** _____
(ii) New Construction _____ **Roofing & Repairs** _____

(e) Annual roofing revenue: Percentage split
(i) Hot built up roofing (Bur) _____ **%**
(ii) Hot Mop _____ **%**
(iii) Torch on membrane _____ **%**
(iv) Cold membrane & EPDM & Cold Bur (ethylene propylene dienemonomers) _____ **%**
(v) Shakes/Shingles/Tiles/Metal Cladding _____ **%**
(vi) Other please Specify _____ **%**

(f) Is the applicant ever engaged in the removal & disposal of asbestos (in any form)?

Yes _____ No _____

If yes, please provide full details: _____

(g) Amount & type of work sublet: _____

Nature of work sublet: _____

Are sub-contractors required to furnish proof of their own

Liability Insurance? Yes _____ No _____

Are all employees covered by worker's compensation? Yes _____ No _____

If no, indicate the number of employees not covered and the positions involved: _____

Does the applicant have a safety program for new employees? Yes _____ No _____

Does the applicant provide ongoing training for all employees? Yes _____ No _____

Describe fully the measures takes to prevent fire at job sites(including number and type of fire extinguishers): _____

Are portable smoke detectors used? Yes No

Are spray-on fire retardants used? Yes No

Is smoking prohibited on the roof? Yes No

Is a supervisor on site during all operations involving hot stuff or torches? Yes No

Describe fully the measures taken to prevent water damage (from rain and other sources) arising from the job site (including details of how roof areas are covered during repair & reproofing work): _____

Provide details of other safety precautions to prevent injuries to workers & pedestrians and damage to property: _____

Please provide details of propane tank storage, maintenance & safe handling: _____

Are only properly trained personnel engaged in the handling & operation of propane tanks?

Yes No

Is each propane tank equipped with approved, operational safety valves? Yes No

Does the applicant take precautions to properly store equipment and hazardous materials at job sites after working hours? Yes No

If yes, provide safety and security details: _____

	Yes	No
Are torch system manufacturers' recommendations followed?	<input type="checkbox"/>	<input type="checkbox"/>
Are roofing material manufacturers' recommendations followed?	<input type="checkbox"/>	<input type="checkbox"/>
Are hot trowels used instead of torches for finish work around details	<input type="checkbox"/>	<input type="checkbox"/>
Are torch stands used?	<input type="checkbox"/>	<input type="checkbox"/>
Is each torch equipped with a functioning ULC listed regulator?	<input type="checkbox"/>	<input type="checkbox"/>
Is all equipment fitted with operating pressure gauges?	<input type="checkbox"/>	<input type="checkbox"/>
Are hot air welders or electric heat seaming devices used?	<input type="checkbox"/>	<input type="checkbox"/>
Does the applicant ensure that all work is inspected at the end of each day and on completion of job?	<input type="checkbox"/>	<input type="checkbox"/>
Is the applicant a member in good standing of The Provincial Roofing Contractors Association?	<input type="checkbox"/>	<input type="checkbox"/>
If you conduct operations in British Columbia, have you worked or will you work on schools?	<input type="checkbox"/>	<input type="checkbox"/>

Applicants comments: _____

STATE LIMIT OF LIABILITY REQUIRED

\$ _____ Inclusive Limit
Each Occurrence & Aggregate Products/Completed Operations

STANDARD COVERAGES INCLUDED IN CGL WORDING

Products and Completed Operations	Occurrence Basis Property Damage
Employees as Additional Insureds	Contingent Employer's Liability
Operation of Attached Machinery	Broad Form Property Damage
Blanket Contractual Liability	Medical Payments (\$2,500/\$25,000)
Contractors/Owners Protective Liability	Non-Owned Auto – PP & LC only
Personal Injury	

N.B. It is the right of the Insurer to modify or delete any of the above coverages by endorsement.

CHECK (√) ADDITIONAL COVERAGE DESIRED

	Limit
____ Tenants' Legal Liability	_____
____ SEF/OEF/QEF #94	_____
____ Advertising Liability	_____
____ Employee Benefits E&O	_____
____ Other Coverages - please specify	_____

Previous Insurer

Expiring Premium

Will they renew? Yes No

If no, give reason for non-renewal _____

Provide claims experience for last five (5) years showing: (give details on any claims exceeding \$500.)

Date	B.I or P.D	Description	Amount Paid incl. Expenses	Amount O/S

ADDITIONAL DETAILS

When was loss information updated with the Insurer(s)? _____

*****COVERAGE SUBJECT TO THE FOLLOWING ENDORSEMENTS AND WARRANTIES:
(additional conditions may also be applied upon underwriting review)**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY FORM.

FORMAL AGREEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE
COMMERCIAL GENERAL LIABILITY COVERAGE

ROOFING CONTRACTOR – HOT MEMBRANE INSTALLATION

It is hereby understood and agreed that, when you are installing Hot Membrane roofing material:

- a) The Installer, must have in his possession a fire extinguisher in good working order on the worksite at all times and,
- b) one of your employees must remain on the site during the cooling off period of at least 60 minutes after the completion or suspension of the installation and,
- c) one of your employees must take readings of the roof temperature using a hand-held infrared thermometer and follow all of the manufacturer’s instructions in order to detect zones of excessive heat on the roof once the installation is completed or suspended.

It is understood and agreed that failing to meet any one these conditions will render coverage null and void.

TAR BOILER WARRANTY

Excluding tar boilers above ground level unless, condition precedent to liability:

- 1) Regulation spill tray is in use;
- 2) Fire Powder and Extinguishers are kept on hand for immediate use;
- 3) The equipment is constantly attended when hot or in use.

It is understood and agreed that failing to meet any one of these conditions will render coverage null & void.

WELDING, CUTTING, BRAZING, BURNING AND/OR OPEN FLAME WARRANTY
ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY FORM

It is a condition of this Policy of Insurance that the Insured shall take all steps to ensure the following precautions are complied with on each occasion where the Insured is using any oxy-acetylene or electric welding or cutting plant or any blow lamp or blow torch away from the Insured's premises;

- (1) the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material,
- (2) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence,
- (3) combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material,
- (4) where work is being carried out in any enclosed area, an additional employee of the Insured or an employee of the occupier shall be present at all times to guard against an outbreak of fire.
- (5) no work should be carried out unless specifically authorized by the occupier, who should also be asked to approve the safety arrangements,
- (6) the following must be kept available for immediate use near the scene of operations;
 - a. suitable fire extinguishers and/or
 - b. hoses connected up in readiness for immediate use and tested prior to the commencement of the work.
- (7) a thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by the Insured's own employee then appropriate arrangements must be made with the occupier,

(8) before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat.

(9) The Insured also warrants that all approved fire extinguishing equipment will be in good working order and shall always be readily available when welding, cutting, brazing, burning and/or open flame operations are being performed.

It is understood and agreed that failing to meet any one these conditions will render coverage null and void.

FUNGI and FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

Attached to and forming part of The Commercial General Liability Form

The following exclusion is added to SECTION 1- COMMON EXCLUSIONS COVERAGES A, B, C and D

FUNGI and FUNGAL DERIVATIVES EXCLUSION

This insurance shall not apply to:

- a. "bodily injury", "property damage", "personal injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
- b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

For the purpose of this endorsement, the following definitions are added:

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

"Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi"

Named Insured's Work Exclusion and Definition Amendment Endorsement

Attached to and Forming Part of The Commercial General Liability Form

It is agreed that Exclusion j) in Section I- Coverages of Form CGL-0001 is amended to now read as follows and not as previously shown:

- (j) “property damage” to “the Named Insured’s work” arising out of such work or any part of such work and included in the “products-completed operations hazard”.

It is further agreed that clause 13 of Section V- Definitions of Form No. CGL-0001 is amended to now read as follows and not as previously shown:

13. “The Named Insured’s Work” means:

- (a) “The Named Insured’s Product” which is real property or which the Named Insured installs or incorporates into real property; and
- (b) Work, operations, or construction done by or on behalf of the Named Insured under the supervisions, management, or direction of the Named Insured; and
- (c) Material, parts or equipment furnished in connection with such work, operations or construction.

“The Named Insured’s work” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) or (b) above. Except as otherwise provided in this Endorsement, all Agreements, Exclusions, Definitions, and Conditions of the Policy shall have full force and effect.

The Policy may be deemed to be void and claims may be deemed not covered where:

- 1. An applicant for a contract:**
 - a) gives false or erroneous information to the prejudice of the Insurer, or**
 - b) knowingly misrepresents or fails to disclose in the Application any fact required to be stated therein: or**
- 2. The Insured contravenes a term of the Contract or commits a fraud; or**
- 3. The Insured willfully makes a false statement in respect of a claim under the Contract.**

Policy Language Request: (applicable to Quebec applicants only):

In connection with this application for insurance coverage, we hereby request and consent that all insurance policy documents be prepared and executed in the English language.

Language de la police d’assurance (pour les résidents du Québec seulement):

Considérant la demande de protection d’assurance, par la présente nous demandons et consentons que tous les documents d’assurance soient préparés et rédigés en anglais.

Our Privacy Policy and Commitment to Protecting Your Privacy

A.M. Fredericks Underwriting Management Ltd. values you as a customer and we thank you for your confidence in choosing our company to place your insurance with one of our approved insurance companies. As a policyholder, you trust us with your personal information. We respect that trust and want you to be aware of our commitment to protect the information you share with us in the course of doing business with us.

How We Use and Disclose Your Information

When you purchase insurance from us, you share personal information so that we may provide you with the products and services that best meet your needs and provide the insurance protection you have requested. In order to do this, we may use and disclose your personal information to:

- Communicate with you.
- Assess your application for insurance including underwriting and pricing your policies.
- Evaluate claims.
- Detect and prevent fraud.
- Analyze business results.
- Act as required or authorized by law.

We assume your consent for our company to use this information in an appropriate manner.

All personal information is safeguarded with appropriate security measures.

What We Will NOT Do With Your Information

We do not sell customer information to anyone. Nor do we share customer information with organizations outside of our associated companies.

We Strive to Protect Your Personal Information

All employees, agents, independent brokers and suppliers who are granted access to customer records understand the need to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated and reinforced.

We have also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

Your Privacy Choices

You may withdraw your implied consent at any time (subject to legal or contractual obligation and on providing us reasonable notice) by contacting our Privacy Officer. Please be aware that withdrawing your consent may prevent us from providing you with the requested product or service.

If You Need More Information

For more information about our privacy policies and procedures, please contact our Privacy Officer, Anthony Fredericks at:

A.M. Fredericks Underwriting Management Ltd.
 201-339 Westney Rd. S.
 Ajax, Ontario
 L1S 7J6
 Tel: 905-428-1269 Ext 109
 Fax: 905-428-3977

Our Insurers' privacy contacts are as follows:

Privacy Officer Temple Insurance Company Munich Re Centre 390 Bay Street, 22 nd Floor Toronto, Ontario M5H 2Y2 Tel No: 416-366-9206 or 1-800-444-5321 Fax No.: 416-361-1163	Director of Compliance Echelon General Insurance Company 1550 Enterprise Road, Suite 310 Mississauga, Ontario L4W 4P4 Tel No: 905-564-9215 Ext. 7912 Fax No: 905-565-7992
Corporate Compliance Officer Kingsway General Insurance Company 5310 Explorer Drive, Suite 200 Mississauga, Ontario L4W 5H8 Tel No: 905-629-7888 Ext. 8843 Fax No: 905-629-5008	Privacy Officer The Economical Insurance Group 20 York Mills Road, Suite 500 North York, Ontario M2P 2C2 Tel No: 1-800-265-9996 Ext. 8582 Fax No: 416-733-2873

Privacy Officer
AXA Insurance (Canada)
5700 Yonge Street, Ste 1400
North York, Ontario
M2M 4K2
Tel No: 1-800-268-0008
Fax No: 416-218-5715

Applicant acknowledges receipt of and agrees to the Privacy Disclosure and Consent provisions contained in this form.

I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE COMPLETE AND ACCURATE AND APPLY FOR A CONTRACT OF INSURANCE BASED UPON THE TRUTH OF THE STATEMENTS.

Signature of Applicant or Authorized Representative

Print Name and Title

Date

QUESTIONS TO BE ANSWERED BY BROKER

1. **Do you know the Applicant personally?** _____

If yes, for how long? _____

2. **Did you receive the order direct from the Applicant?** _____

If no, from whom and why? _____

3. **Do you handle other Insurance for Applicant?** _____

4. **Do you recommend this risk in every respect?** _____

5. **Is this risk a renewal to your Office? Yes** ___ **No** ___

If yes, how long have you placed insurance on this risk? _____

DATE: _____

BROKER'S SIGNATURE: _____