

The National Cottage Association and Road Maintenance Group Program

2010-2011 New Business Application for Non-Profit
Commercial General Liability Insurance for Road Maintenance Groups



- Please complete this application form in full since it forms the basis upon which insurance is provided.
- In the event of a non-disclosure, a claim may be refused at the option of the Insurer.

Section I: General Information

Association Name: _____

Contact Name: _____ Position: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Number of Paid Members: _____ Number of Board Members: _____

Is your association incorporated? YES NO

If yes, Directors' and Officers' Liability insurance is available. Please request an application should you wish to obtain this coverage.

Section II: Property Details

2.1 Do you own, maintain, or manage any land? YES NO

If yes, how much land? _____ What is it used for? _____

2.2 Do you own, maintain or manage any trails? YES NO

If yes, how many? _____ Please provide length: _____

2.3 Do you own, maintain or manage any roads? YES NO

If yes, please provide the following:

- A. Location and description of road (s) _____
- B. Number of km of road(s) _____
- C. Is the road plowed in winter? YES NO
- D. Is an insured contractor hired to plow the road? YES NO
- E. Is a copy of the contractor's insurance policy kept on file? YES NO
- F. Is the road on any of the following: PRIVATE MUNICIPAL CROWN LAND N/A
- G. Do you have a culvert in excess of 36"? *If yes, please submit engineering report.* YES NO
- H. Do you have a bridge and/or causeway over water? *If yes, please submit engineering report.* YES NO

Section IV: Insurance Information

- 4.1 Do you currently have insurance? YES NO
- 4.2 During the past five years have you, your partners, principals, employees, members and/or volunteers had one or more claims? Or are you, your partners, principals, employees, members and/or volunteers aware of any facts or circumstances or allegations which may give rise to a claim? YES NO
- 4.3 Required amount of Liability: \$1,000,000 \$2,000,000 \$5,000,000
- 4.4 Date coverage required: _____ to June 30, 2011

Note: coverage cannot be backdated prior to receipt of application

Failure to declare all material activities that may occur during the policy period may VOID your policy coverage in the event of an incident. If you are involve with other activities, please contact us:

Kristin Mavroudi – Direct: 416.644.7703 | Toll Free: 800.663.6828 | Email: KristinM@LMS.ca | Fax: 416-595-1649

Important Notice to Applicant

This is an application for insurance and the insurer is **not** obligated to accept the applicant for coverage. If a policy is issued, one signed copy of the application will be attached to the policy or certificate. Signature on the application form and submission of a premium payment does not bind the insurer to complete an insurance transaction with the applicant. This policy provides Errors and Omissions insurance that applies on a claims-made basis. The following provides a general description of this coverage and is subject to the terms and provisions of the actual policy.

- A. The policy will not cover any losses from incidents which take place before the Retroactive Date, if any, or after the expiration of the policy period (subject to the Extended Reporting Period provision).
- B. The policy will provide coverage for losses from incidents which take place on or after the Retroactive Date, if any, but before the beginning of the policy period only if the insured did not know of the incident before the beginning of the policy period.
- C. The policy will not cover any loss for which a claim is first made after:
 - 1. The expiration of the policy period or its earlier termination date, if any; or
 - 2. The Extended Reporting Period if any and then only in accordance with the terms described in the policy.
- D. The policy will only cover claims which are first made:
 - 1. During the policy period; or
 - 2. During an Extended Reporting Period if any and then only in accordance with the terms and conditions described in the Extended Reporting Period Section of the policy.
- E. Please request a copy of the Policy and review the terms and conditions to obtain more information.
- F. The limits for Defense Costs are included in the policy limit except where the laws of the province of Quebec apply.
- G. This policy will not cover you or any of your associates for mortgage brokering services provided in a province where they are not licensed to practice as a mortgage broker or associate.

Disclosure and Consent

As part of my application for insurance I consent to the collection and use of personal information required for purposes of considering my application for errors and omissions insurance by the insurer Sovereign General Insurance Company and the authorized insurance broker, LMS PROLINK Ltd . The insurer and the broker are authorized to collect, use, and disclose personal information and provide such personal information to third parties, as required for the purpose of underwriting this application for insurance, as permitted by the relevant provincial and federal privacy laws or other applicable laws. The privacy policy of Sovereign General Insurance can be viewed at the website www.sovereigngeneral.ca.

I understand that at any time I may ask to review the personal information pertaining to my application for insurance and the insurer and broker will be obligated to provide me with any information I am entitled to receive under the relevant provincial and federal privacy laws or other applicable laws. I have reviewed the information in this Application, gathered information from all partners/directors/ officers/ employees/ associates under this entity whether present or prior regarding their knowledge or awareness any error, omission or negligent act in the performance of professional services for others.

The Claim Information Forms, if any, that are attached to this Application include the details of:

- A. All fact situations and incidents which have occurred in the past and which may reasonably be expected to result in a claim, suit or arbitration against the us (the Applicant);
- B. All fact situations and incidents which have occurred in the past and which may reasonably be expected to result in a claim, suit or arbitration against us (the applicant) in the future. All such claims, suits and incidents have been reported to our (Applicants) current or prior insurer(s). It is understood and agreed that all such claims, suits, arbitrations, fact situations and incidents will be excluded from coverage under any policy issued by the Company.

It is understood and agreed that failure to provide true and complete response to any of the questions, statements or request for information in this Application or to provide any other information material to this Application may, at the sole option of the Company, result in the voiding of the insurance policy issued in reliance on this Application and /or denial of coverage for specific claims asserted against us (the Applicant) or any other insured under the policy. The undersigned on behalf of Applicant and all other insured under any this policy issued by the Company, hereby waives any defence to an action by the Company for rescission of such policy based upon misrepresentation of fact or failure to disclose material information in connection with this Application. Applicant agrees to hold the Company harmless from all loss as a result of any such misrepresentation or failure to disclose, including, without limitation, all costs and attorney fees incurred by the Company in connection with said action for rescission.

I HEREBY DECLARE that the above statements and particulars are true to the best of my knowledge, that I have not suppressed or misstated any facts and I agree that this application shall form part of the insurance policy. I also acknowledge that I am obligated to report any changes that could affect the disclosures in this application that occur after the date of signature, but prior to the effective date of coverage.

Print Name: _____

Signature: _____

Date: _____