

## **ROOFING CONTRACTORS LIABILITY APPLICATION**

ate:		Broker:				
lame of	f Applicant:					
lames (	of Principals:					
ddress	S:					
hone #	<u> </u>	Fax #				
revious	s Insurer and last term Insured:					
las any	rinsurer declined, cancelled or refused to renew the a	applicant's liability insurance in the past five (5) years? Yes	No			
	If yes, provide details:					
lumber	of years in the business:					
lumber	r of years that principals have been in the roofing trac	de:				
las the	applicant ever engaged in similar business operation	ns under different names? Yes No				
	If yes, provide details:					
	Provide a summary of business operation:					
	Number of employees:	Annual Payroll:				
	Annual gross revenue from: (i) Roofing	(ii) Other				
	Percentage split (i) Commercial	Residential				
	(ii) New Construction	D ( 0D ;				
	Annual roofing revenue: Percentage split		%			
			%			
	(iii) Hot Mop/Torch on membrane		%			
	(iv) Cold membrane & EPDM (ethylene popolene diene monomers)					
	(v) Shakes/Shingles/Tiles/Metal Cladding		%			
	(vi) Other, please specify:		%			
	Is the applicant ever engaged in the removal & disposal of asbestos (in any form)? Yes No					
	If yes, please provide full details:					
	Nature of work sublet:	air own Liability Insurance? Ves No				
	If no, indicate the number of employees not covered and the positions involved:					
	Are sub-contractors required to furnish proof of the Are all employees covered by workers' compensation	eir own Liability Insurance? Yes No ion? Yes No				

Does the applicant provide ongoing training for all employees? Yes No Describe fully the measures taken 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? 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 & 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: Are torch system manufacturers' recommendations followed? Yes No Are roofing material manufacturers' recommendations followed? Yes No Are hot trowels used instead of torches for finish work around details? Yes No Are torch stands used? Yes No Is each torch equipped with a functioning ULC listed regulator? Yes No Is all equipment fitted with operating pressure gauges? Yes Nο Are hot air welders or electric heat seaming devices used? Yes No Does the applicant ensure that all work is inspected at the end of each day and on completion of job? No Yes Is the applicant a member in good standing of The Provincial Roofing Contractors Association? Yes No If you conduct operations in British Columbia, have you worked or will you work on schools? Yes No Applicant comments:

Yes

No

Does the applicant have a safety program for new employees?

STATE LIMIT OF LIABILITY REQUIRED					
\$		Inclusive Limit			
Each Occurrence & Aggregate Products/C	ompleted Operations				
STANDARD COVERAGES INCLUDED IN C	GL WORDING				
Products and Completed Operations		Occurrence	ce Basis Prope	erty Damage	
Employees as Additional Insureds		Contingent Employer's Liability			
Operation of Attached Machinery		Broad Form Property Damage			
Blanket Contractual Liability Contractors/Owners Protective Liability		Medical Payments (\$2,500/\$25,000)  Non-Owned Auto - PP & LC only			
Personal Injury		Non Owned Adio 11 & LO Only			
N.B. It is the right of the Insurer to modify	or delete any of the above cove	erages by endorsem	ent.		
CHECK ADDITIONAL COVERAGE DESIRE	0				
				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	ve a reason for non-renewal:				
Provide claims experience for last five (5)	years showing: (give details on	any claims exceedi	ng \$500).		
Date B.I or P.D	Description	Amount Paid Incl. E	Expenses	Amount O/S	
ADDITIONAL DETAILS					
When was loss information updated with	the Insurer(s)?				
If you qualify for this roofing program, whe	· , ·				
***COVERAGE SUBJECT TO THE FOLLOW	•			<i>5</i> ,	
(additional conditions may also be applied		AINAINTILO.			

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

#### FORMAL AGREEMENT

THE 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 of these conditions will render coverage null and void.

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

#### 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 of 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 "spored"; 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 product 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 the Exclusion j) in Section I - Coverages of Form CGL-0001 is amended to now read as follows and not a previously shown:

(i) "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 residents du Quebec seulement):

Considerant la demande de protection d'assurance, par la presente nous demandons et consentons que touts les documents d'assurance soient prepares et rediges en anglais.

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. I AM IN AGREEMENT THAT THIS DECLARATION SHALL HEREBY FORM PART OF THE INSURANCE CONTRACT BETWEEN THE INSURER(S) AND MY BUSINESS.

Date (DD/MM/YY):		Signature of Applicant:
Print N	Name of Applicant and Title	
QUEST	TIONS TO BE ANSWERED BY BROKER	
1.	Do you know the Applicant personally?	
	If so, for how long?	
2.		plicant?
	If no, from whom and why?	
3.	Do you handle other Insurance for Applican	t?
4.	Do you recommend this risk in every respec	pt?
5.	Is this risk a renewal to your Office?	
If so, h		k?
Date: _	Broke	er's Signature: