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Canadian Nursery Landscape Association (CNLA) HortProtect New Business Application

A. CONTACT INFORMATION

Name of Insured (Legal Entity):

Name of Owner(s) and Shareholder(s):		RIN Number:	
Street Address:		City:	Province: Postal Code:
Contact Name:		Contact E-mail Address:	
Telephone:	Web Site Address:	Is website representative of operations, and is it up to date? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please confirm what provincial association you belong to: <input type="checkbox"/> CNLA (or applicable provincial association) <input type="checkbox"/> Canada Nurseryland		Number of Years in Business:	Operations in the Greater Toronto Area: <input type="checkbox"/> Yes <input type="checkbox"/> No

B. CURRENT INSURANCE PROGRAM

	Insurer	Expiry Date (mon/dd/yyyy)	Expiring Premium	Current Broker
Package Insurance (Property, CGL, Crime and Boiler)			\$	
Umbrella			\$	
Pollution Liability			\$	
Automobile			\$	
Other:			\$	

Has insurance for the business ever been declined, cancelled or non-renewed by an insurer? Yes No

If 'Yes', describe reason:

C. PROPERTY LOCATION INFORMATION

Please complete, sign and date the attached statement of values

Location Street Address (If different from mailing address):	City:	Province:	Postal Code:
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Occupancy:

Home Commercial Dwelling / Tenant Building Owner Greenhouse Nursery

LOCATION DETAILS

Number of Storeys:	Wall Construction: <input type="checkbox"/> Frame <input type="checkbox"/> HCB <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Fire Resistive <input type="checkbox"/> Steel	Roof Construction: <input type="checkbox"/> Wood / Shingles <input type="checkbox"/> Metal <input type="checkbox"/> Concrete	Floor Construction:
Year Built:	Square Footage:	Monitored Fire Alarms <input type="checkbox"/> Yes <input type="checkbox"/> No	Sprinklered: <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage Sprinklered %

Is this a heritage building? Yes No

Has the Roof been fully updated in the past 20 years? Yes No

Alarm Type: Local Monitored No Alarm

Occupied by Others? Yes No

If 'Yes', describe business operation:

REPLACEMENT VALUES			
Please Declare Current Replacement Value (without deduction for depreciation)			
Property Cover	Replacement Cost	Property Cover	Replacement Cost
Buildings (excluding greenhouses)	\$	Stock & Inventory	\$
Computer Equipment / Office Contents	\$	Tools (Attach list)	\$
Contractors Equipment 5 years and newer	\$	Contractors Equipment – older than 5 years	\$
Property Deductible: \$		Laptops	\$
Percentage of CEF with GPS tracking \$ Deductible Any One Occurrence \$	Rental Equipment \$25,000 any one item / aggregate \$100,000 (included) Higher Limit: \$ any one item / \$ aggregate		

BUSINESS INTERRUPTION	
Coverage	Limit Required
<input type="checkbox"/> Extra expense \$25,000 automatic limit	\$
<input type="checkbox"/> Annual Gross Rental Income	\$
<input type="checkbox"/> Annual Loss of Income / Gross Profits \$50,000 automatic limit	If higher limit is required, please advise limit \$
Ordinary Payroll limit (if required) \$	

D. CRIME		
Employee Dishonesty: \$50,000 Do you require higher limits?	Loss inside premises / Loss outside premises: \$10,000 <input type="checkbox"/> Yes <input type="checkbox"/> No	How many employees handle cash / cheques?
Are countersignatures required on cheques over \$1,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are bank accounts reconciled on a monthly basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is reconciliation done by someone not authorized to deposit or withdraw?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are countersignatures required on cheques over \$1,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If answered 'No' on any of the three questions above, please explain:		

E. AUTOMOBILE	
Third Party Liability Limit \$	<input type="checkbox"/> Statutory Accident Benefits
<input type="checkbox"/> Optional Increased Accident Benefits	

The following chart lists some, but not all of the options available to purchase other additional or increased benefits and coverages. You can also choose not to increase any benefit or coverage.

Benefit / Coverage	You can choose...
Income Replacement benefit	To increase the weekly limit to \$600, \$800 or \$1,000 per week.
Caregiver benefit	To make the same amounts available in current policy for catastrophic injuries available for <u>all</u> injuries.
Housekeeping and Home Maintenance expenses	To make the same amounts available in current policy for catastrophic injuries available for all injuries.
Death and Funeral benefits	\$50,000 lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 funeral benefits.
Dependant Care benefit	Up to \$75 per week for the first dependant and \$25 per week for each additional dependant to a maximum of \$150 per week.
Indexation benefit	Annual adjustment for inflation for many benefits according to the Consumer Price Index for Canada.
Third Party Liability	Options exist to increase the minimum amount.
Tort Deductible	Reduce deductible by \$10,000 regardless of annual indexation percentage increases.

¹ Criteria include no payment by any insurer, no injuries, and damages less than \$2,000 are paid by the at-fault driver, and this provision is limited to one minor accident every three years.

² If you have previously purchased any optional benefits please review your renewal documents as they may have changed.

F. DESCRIPTION OF OPERATIONS AND LIABILITY INFORMATION	
Breakdown of Operations by Type	Estimated Revenue
Gardening for others (landscaping)	\$
Garden Supplies – Retail / Wholesale	\$
Hydro Seeding	\$
Pesticide / Herbicide	\$
Swimming Pool (Excavation Only)	\$
Swimming Pool Installation (Subcontracted Only)	\$
Excavation (anything below 3 feet)	\$
Tree Removal	\$
Horticultural Sales (US)	\$

Other:	\$
Total	\$

Note: If Snow Removal Operations are applicable, the Addendum must be completed

Do you perform any blasting operations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you perform any public roadwork, utility line maintenance, or railway work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you grow fruits and/or vegetables for human or animal consumption?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you grow trees / plants outside the ground?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please confirm Limit of Liability required:

(a) Commercial General Liability	\$	Limit Any One Occurrence	\$	Deductible Any One Occurrence
(b) Umbrella Liability, if applicable	\$	Limit Any One Occurrence excess of Underlying CGL	\$	Self Insured Retention

List all companies to be insured, including parent, subsidiary, controlled or joint venture companies:

List all locations at which business is conducted if not covered under the Property showing whether owned or leased:

G. CLAIMS HISTORY (5 YEARS MINIMUM)
(Please attach insurer loss run, if available)

Date of Loss (mon/dd/yyyy)	Description of Loss	Line of Coverage (Property / Auto / etc.)	Reserves	Paid	Total Claim	Open / Closed
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	

The applicant certifies that the above statements are factual and true, and that no information has been omitted or misstated.

SNOW REMOVAL ADDENDUM

Is snow removal addendum attached? Yes No

DECLARATION

I / We hereby certify that the values given herein represent to the best of my / our knowledge the actual value of the property described, if to be insured on an Actual Cash Value Basis; or Cost of Replacement of the property described, if to be insured on Replacement Cost Basis. The attention of the signatory is drawn to Statutory Condition #1 which reads as follows: Misrepresentation: If a person applying for insurance falsely described the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

A. PRIVACY COMPLIANCE

The Client hereby acknowledges that Marsh has been retained by the Client, the Association, and/or a member of the Association, which is a Client, to provide insurance coverage and products to its members and/or to acquire or renew a policy or policies of insurance or to provide Surety, Consulting, and/or Risk Management Services for the Client, Association and/or members of the Association, under which the Client, individual Client, named individual members of the Client, named individuals in addition to the Client, or where the Client is a commercial or other entity, its employees, servants and representatives (hereafter collectively called 'insured individuals') may be insured.

As part of the application for new or renewal insurance coverage(s) or to provide Surety, Consulting and/or Risk Management Services, the Client hereby authorizes and expressly consents to Marsh collecting, using or disclosing Personal Information of such insured individuals as required and as permitted pursuant to relevant privacy laws or other laws and providing such Personal Information to third parties as required, including insurance companies, intermediaries, reinsurers, other brokers, claims adjusters, the association if applicable, and other third parties involved in providing the above services as outlined in Marsh's Privacy Policy which can be viewed at www.marsh.ca or can be forwarded to the Client on request.

Where there are insured individuals in addition to the Client, or where the Client is a commercial or other entity, the Client hereby covenants and warrants that the Client has obtained the appropriate consent from all of the insured individuals for its disclosure of their Personal Information to Marsh and to the collection, use and disclosure of their Personal Information by Marsh for these purposes and has either provided a copy of Marsh's Privacy Policy or referred the insured individuals to the www.marsh.ca website. The Client agrees to indemnify and hold Marsh harmless for any claims arising from the Client's breach of this warranty.

B. PROGRAM DISCLOSURE

Your (Business Package or Product) coverages will be placed with a program administered by Marsh Canada Limited. Marsh Canada has engaged in a competitive marketing process to offer a competitive product. We have negotiated this Program (Business Package) on a group basis with insurers but we have not acted as a broker for any individual participant.

This Program may be for a term of several years and may not be negotiated annually.

PRIVACY CONSENT

PRIVACY: Have you read Marsh's Privacy Policy which is available at www.marsh.ca? Do you consent to the collection, use, disclosure and retention of your Personal Information as set out in the Privacy Policy, and do you understand that you may (subject to certain restrictions and consequences) later withdraw your consent as to any or all of the purposes identified in that Policy?

By signing this form you are consenting to the statements above.

Name	Signature
Title	



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Snow Removal Addendum

1.a. Have you entered into any new contracts? Yes No

If 'Yes', provide a copy.

1.b. Are there hold harmless agreements in place through which you agree to indemnify your customers in relation to certain claims? Yes No

If 'Yes', do you limit the indemnification to claims arising only from your own breach of contract or negligence? Yes No

1.c. How many years has the Applicant been in the snow removal business?

1.d. Estimated Annual Sales for Snow Removal, Ice Melting Products Operations.

Type of Operations	Estimated Annual Revenue	Estimated Annual Subcontracted Revenue
<input type="checkbox"/> Residential Dwellings Only	\$	\$
<input type="checkbox"/> Residential Condos / Apartments	\$	\$
<input type="checkbox"/> Commercial Parking Lots, Plazas, Institutions, Offices, etc.	\$	\$
<input type="checkbox"/> Industrial Lots (not open for general public)	\$	\$
<input type="checkbox"/> Clearing and Dumping Snowbanks (excluding Snow Plowing)	\$	\$
<input type="checkbox"/> All other properties (specify):	\$	\$

2. What kind of areas does the Applicant clear?

Driveways Roads Parking lots Walkways Other (please describe)

3. Is your business Smart About Salt certified? Yes No

4. Are there any verbal contracts with customers? Yes No

5. Does the Applicant enter into Municipal or Provincial contracts? Yes No

If 'Yes', describe:

***Please be advised coverage for Snow Removal on Public, Municipal and/or Provincial Roadways is excluded.**

6. Are the Applicant's vehicles licensed for the road? Yes No

If 'Yes', does it include unlicensed equipment such as a Bobcat etc.? Yes No

7. How many employees do snow removal?

8. Do any of your contracts specify any terms that may restrict you from conducting snow and ice removal? (ie. hours of the day, etc.) Yes No

9.a. Do any of your contracts specify when work is to be performed? (to open a lot by a certain time, etc.) Yes No

Please specify:

9.b. Do you provide 'on-call' service? Yes No

If 'Yes', does the customer assume all liability in relation to a slip and fall? Yes No

10. Do customers check and sign off (approve) the Applicant's work? Yes No

11. Do you keep maintenance logs (weather conditions, time location etc.) for work performed at each contracted site? Yes No

If 'Yes', how long are these logs kept on file?

12. Do you use CNLA approved snow removal contracts? Yes No

13. Do you use snow removal contracts other than the CNLA contracts? Yes No

If 'Yes', please provide a copy.

14. Do you use sub contractors? Yes No

Do you have a contract in place between you and the subcontractor? Yes No

Please provide a copy of the contract.

15. Do you act as a sub contractor? Yes No

If 'Yes', please provide a copy of the contract.

16. Is there a Hold Harmless that references negligence in regards to the Scope of Work? Yes No

17. Does the Scope of Work Section have the qualifiers 'Bare Pavement' and/or 'Free & Clear'? Yes No

18. Please List all Commercial Snow Removal clients (including client name and location details):

Additional Information / Risk Mitigation Efforts:

***Note: Snow addendum is part of application.**

Swimming Pool Installation Addendum

1. How many years experience do you have installing Swimming Pools?
-
2. What is the estimated annual revenue expected this year from your Swimming Pool Installation Operations? \$
- 2.a. Do you sub-contract out any part of the Swimming Pool Installation process?
- Excavation Yes No
- Gas Yes No
- Electrical Yes No
- 2.b. For any contracted work, is proof of liability insurance or copies of certificates of insurance obtained from each subcontractor? Yes No
- If 'Yes', please advise minimum CGL Limit of Liability: \$
-
- 3.a. What type of Swimming Pools are installed?
- Fiberglass If Fiberglass pool installation, will the pool be elevated with a Crane? Yes No
- Concrete Vinyl Other (specify):
- 3.b. Are ancillary products being installed with the pool?
- Slide Diving Board Other (specify):
-
4. Who contacts Ontario One (or similar provincial or territorial organization) to advise them a Swimming Pool is being installed?
-
5. Do you perform any Swimming Pool Maintenance once the operations are complete? Yes No
-
6. Do you produce designs for the Swimming Pools? Yes No
- If 'Yes', do you currently have a Professional Liability policy? Yes No
-

***Note: Swimming Pool Installation Addendum is part of application.**

Professional Liability Addendum

Do you provide design advice / consultation and/or actual designs for a third party contractor? Yes No Estimated Annual Revenues: \$

Do you currently have a Professional Liability policy? Yes No Limit of Liability:\$

If 'Yes', insurer:

To your knowledge, has there ever been a claim resulting from Landscape Design? Yes No

If 'Yes', what was the total amount of the claim(s): \$

How many employees perform landscape design:

What qualifications do these employees have:

What is the average size of Landscape Design Projects (revenue): \$

Do you have any employed licensed architects and engineers? Yes No

If 'Yes', do you require evidence of Professional Liability insurance with a minimum limit of \$1,000,000? Yes No

If 'Yes', provide a copy.

Please provide a full description of your services (**attach brochures and promotional literature**):

Are your operations controlled, owned, or associated with any other firm, corporation, company or individual? Yes No

What procedures or protocols have you implemented to limit the possibility of a professional liability claim?

Explain fully the educational requirements for your profession:

Has the applicant or any of its employees ever been investigated by, or suspended from practice by, any body governing the practice of this profession or any other body e.g. a court? Yes No

If 'Yes', please provide details:

Is there any legislation currently in force governing the practice of the Applicant? Yes No

If 'Yes', please attach relevant extracts

A. Please provide the following information for any person performing the professional services mentioned in question 2A, including contract employees:

Full Name	Duties / Titles	Education	Years Exp.

Although the signing of this Application form does not bind the Applicant to purchase the insurance, the undersigned Applicant agrees that this form and the information furnished pursuant hereto shall be the basis of the contract should a policy be issued and this form will become part of the policy.

***Note: Professional Liability addendum is part of application.**

Greenhouses Addendum

EQUIPMENT & PREMISES

Type of heading equipment:

Boilers Electric Heaters Other Number of Boilers? _____ Sparing? Yes No Auto Start or Manual Start

Do you have any production machinery? Yes No Are there temperature alarms in Greenhouses? Yes No

Are there any Coolers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If so, are there Temperature Alarms on the coolers? <input type="checkbox"/> Yes <input type="checkbox"/> No	How many Coolers are available?
Central monitored temperature alarm systems? <input type="checkbox"/> Yes <input type="checkbox"/> No	If 'Yes', Name of Company Monitoring System.	Who is contacted during a failure?
Monitored on site? <input type="checkbox"/> Yes <input type="checkbox"/> No	Where does the alarm go off?	What happens if owner / operator is away?

If 'No', how many hours before the items start to spoil or are deemed unusable? _____ What other monitoring is used? _____

Is there any written Contingency Plan in place for lack of Heat or Electricity?
 Yes No Spare Cooling / Boiler Capacity?
 Yes No

Emergency Backup Power Supply (Generator)?
 Yes No Able to maintain Heat, Cooling and or Ventilation?
 Yes No

In standby position?
 Yes No If 'No', describe how spoilage could be prevented or reduced: _____

Service contract in place for utility equipment?
 Yes No If 'Yes', type of service? Comprehensive
 Yes No

How many rooms are in the Greenhouse?
 Several or
 One large room If there are several rooms, is each room heated by a separate system?
 Yes No

Any computer controlled venting for cooling?
 Yes No Is there an automated irrigation system?
 Yes No

Type of Product:
 Grown Stored

On the Poly, what is the warranty period?
 4 years 6 years Other: _____ Has the warranty been registered with the manufacturer?
 Yes No

Additional Information:

	Building Value
Greenhouse 1	\$
Greenhouse 2	\$
Greenhouse 3	\$
Greenhouse 4	\$
Greenhouse 5	\$

Indoor Horticultural Crop

Month	Stock Value	Month	Stock Value
January	\$	July	\$
February	\$	August	\$
March	\$	September	\$
April	\$	October	\$
May	\$	November	\$
June	\$	December	\$

Indoor Giftware

Month	Stock Value	Month	Stock Value
January	\$	July	\$
February	\$	August	\$
March	\$	September	\$
April	\$	October	\$
May	\$	November	\$
June	\$	December	\$

- **Minor Accident** – Insurer can no longer use a minor at-fault accident meeting certain criteria⁴ to increase your premiums. This applies to accidents occurring on or after June 1, 2016.
- **Interest Rate for Monthly Payment Plans** – Maximum that can be charged for monthly premium payments has been lowered from 3% to 1.3% for one year policies, with corresponding reductions for shorter terms.
- **Comprehensive Deductible** – The standard deductible for Comprehensive coverage has been increased from \$300 to \$500.
- **Non-Earner Benefit** – The six-month waiting period for people who are not working has been reduced to four weeks. Benefits can only be received for up to two years after the accident.
- **Duration of Medical, Rehabilitation and Attendant Care Benefits** – For all claimants except children, duration of this standard benefit is now five years for non-catastrophic injuries, and will be paid only as long as you remain medically eligible.

Other Options⁵: The following chart lists some, but not all of the options available to purchase other additional or increased benefits and coverages. You can also choose not to increase any benefit or coverage.

Benefit / Coverage	Current Policy	New Policy	You can choose...
Income Replacement benefit	70 per cent of gross income up to \$400 per week.	No change	To increase the weekly limit to \$600, \$800 or \$1,000 per week.
Caregiver benefit	Available only for catastrophic injuries: Up to \$250 per week for the first dependant plus \$50 for each additional dependant.	No change	To make the same amounts available in current policy for catastrophic injuries available for <u>all</u> injuries.
Housekeeping and Home Maintenance expenses	Available only for catastrophic injuries: Up to \$100 per week.	No change	To make the same amounts available in current policy for catastrophic injuries available for all injuries.
Death and Funeral benefits	\$25,000 lump sum to an eligible spouse; \$10,000 lump sum to each dependant; maximum \$6,000 funeral benefits.	No change	\$50,000 lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 funeral benefits.
Dependant Care benefit	Not provided	Not provided	Up to \$75 per week for the first dependant and \$25 per week for each additional dependant to a maximum of \$150 per week.
Indexation benefit	Not provided	Not provided	Annual adjustment for inflation for many benefits according to the Consumer Price Index for Canada.
Third Party Liability	\$200,000 minimum for claims as a result of lawsuits against you.	No change	Options exist to increase the minimum amount.
Tort Deductible	\$36,905.40 deductible for court awarded compensation for pain and suffering (January 1 – December 31, 2016).	No change	Reduce deductible by \$10,000 regardless of annual indexation percentage increases.

⁴ Criteria include no payment by any insurer, no injuries, and damages less than \$2,000 are paid by the at-fault driver, and this provision is limited to one minor accident every three years.

⁵ If you have previously purchased any optional benefits please review your renewal documents as they may have changed.