



## Seedman Errors & Omissions Application

| APPLICANT INFORMATION                                |  |
|--|--|
| Named Insured:                                       |  |
| Form of Business:                                    | LTD.                      INC.                      N/A.                      Other: |
| Contact Name:  |  |
| Mailing Address:                                     |  |
| Telephone:   | Fax:   |
| Email:   | Website:   |
| Desired Effect Date of Policy:                       |  |
| Number of Years This Operation Has Been in Business: | Number of Years of Experience:   |
| Description of Operations:                           |  |

| UNDERWRITING DETAILS   |                |                  |   |
|--|----------------|------------------|---|
| Is This Firm a:  |                |                  |   |
| Primary Producer of Seed   | Seed Processor | Seed Re-packager | Distributor of Seed<br>Pre-packed by Third<br>Party/Parties |
| Other                      Please explain:   |                |                  |   |
| Do you use a standard limitation of liability limiting your liability to the replacement,<br>Or the cost of replacement seed? <i>(If yes, please attach a copy)</i><br>If "No", please explain,                                |                |                  | <b>Yes</b> <b>No</b>  |
| Does the limitation of liability appear on all your seed tags, bags, labels and invoices?  |                |                  | <b>Yes</b> <b>No</b>  |
| Do you grow experimental stock seed?<br><i>(Defined as breeder, foundation, or registered seed prior to commercial sales.)</i>   |                |                  | <b>Yes</b> <b>No</b>  |
| If so, do you allow any retention of experimental (stock) seed by your growers for resale?   |                |                  | <b>Yes</b> <b>No</b>  |
| In your processing plant(s), which have more than one processing line, do you ever process<br>more than one variety of a given kind of seed at the same time?<br>If yes, how do ensure that mechanical mixtures are prevented? |                |                  | <b>Yes</b> <b>No</b>  |
| Does the firm maintain a private laboratory staffed with a senior analyst?   |                |                  | <b>Yes</b> <b>No</b>  |
| If no, does the firm use the facilities of a qualified commercial laboratory?  |                |                  | <b>Yes</b> <b>No</b>  |
| If so, name laboratory used:   |                |                  |   |
| Do you operate a Canada Seed Institute (CSI) audited facility?   | <b>Yes</b>     | <b>No</b>        |   |
| Do you use a CSI facility?   | <b>Yes</b>     | <b>No</b>        | CSI Facility #:   |

**PREVIOUS INSURANCE INFORMATION**

|   |         |                        |           |
|---|---------|------------------------|-----------|
| Do you currently have insurance for this risk?  |         | <b>Yes</b>             | <b>No</b> |
| If yes, name if current insurer:  |         | Current Policy Number: |           |
| Sum Insured:  |         | Deductible:            |           |
| Premium:  | Period: | Retroactive Date:      |           |
| Has a previous insurer cancelled or declined to renew your policy?<br>If yes, provide full details:   |         | <b>Yes</b>             | <b>No</b> |
| Have any made any insurance claims in the last 5 years?<br>If yes, provide full details (Year, Description, Size of Settlement):  |         | <b>Yes</b>             | <b>No</b> |
| Are you aware of any current or former circumstances that may give rise to a claim?<br>If yes, provide full details:  |         | <b>Yes</b>             | <b>No</b> |
| <i>(i.e. The receipt of notice from any person or entity of their intention to make a claim against your seedman business for the results of any error or omission, or any circumstances of which you are aware that might reasonably be expected to give rise to a claim.)</i> |         |                        |           |

**DETAILS OF SEEDMAN OPERATIONS**

|  | <b>Current Year</b> | <b>Previous Year</b> | <b>CAD Revenue</b> | <b>US Revenue</b> | <b>Other Revenue</b> |
|--|---------------------|----------------------|--------------------|-------------------|----------------------|
| Total Seed Sales   |                     |                      |                    |                   |                      |
| Own Seed Sales:  |                     |                      |                    |                   |                      |
| Third Party Sales:   |                     |                      |                    |                   |                      |
| Are you a member in good standing of CSGA?<br>If no, provide full details:   | <b>Yes</b>          | <b>No</b>            | Member No.:        | Retro Date:       |                      |
| Full Name and Postal Address of any Additional Insured/Mortgagee/Loss Payee: |                     |                      |                    |                   |                      |
| 1. Name:   | Address:            |                      |                    |                   |                      |
| 2. Name:   | Address:            |                      |                    |                   |                      |
| 3. Name:   | Address:            |                      |                    |                   |                      |

**COVERAGE REQUESTED**

|   |            |           |             |          |
|---|------------|-----------|-------------|----------|
| Amount of Indemnity Required:   | \$250,000  | \$500,000 | \$1,000,000 | Other \$ |
| Amount of Indemnity Required:   | \$2,500    | \$5,000   | Other \$    |          |
| Do you desire coverage to be extended to include "multiple claims coverage"?<br><i>(Multiple Claims: More than one claim arising from a single act, error, or omission)</i> | <b>Yes</b> | <b>No</b> |             |          |

**ADDITIONAL BROKER COMMENTS**

Empty box for additional broker comments.

**DECLARATION**

For purposes of the Insurance Companies Act (Canada), any document would be issued in the course of Lloyd’s Underwriters’ insurance business in Canada. Where (a) an Applicant for this contract gives false particulars to the prejudice of the insurer or knowingly misrepresents or fails to disclose any fact in any part of this application required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim, a claim will become invalid and the Insured’s right of recovery is forfeited. The Applicants have reviewed all parts and attachments of this application and acknowledge that all information is true and correct and understand that this application for insurance is based on the truth and completeness of this information. I have provided personal information in this document and otherwise and I may in the future provide further personal information. Some of this personal information may include, but is not limited to, my credit information and claims history. I authorize my broker, or insurance company to collect, use and disclose any of this personal information, subject to the law and my broker’s or insurance company’s policy regarding personal information, for the purpose of communicating with me, assessing my application for insurance and underwriting my policies, evaluating claims, detecting and preventing fraud, and analyzing business results. I confirm that all individuals whose personal information is contained in this document have authorized that I agree to the above on their behalf.

This application and any supplements attached hereto do not bind the Applicant or the Company to complete this insurance, but it is agreed that the information contained herein shall be the basis of the contract should a policy be issued. THE UNDERSIGNED HEREBY ACKNOWLEDGE THE TRUTH OF THE STATEMENTS CONTAINED

- I certify that all statements made in this application are true and that I have not mis-stated or suppressed any material fact.
- I agree that this application form, together with any other material information supplied, shall form the basis of any contract of insurance agreed upon.
- I undertake to inform Underwriters of any material change to these facts occurring before the completion of the contract.

|   |               |
|---|---------------|
| Signatures(s) of All named Insureds (only required if binding): | Full Name(s): |
| Position(s) Held at Insured:                                    | Date:         |