

OAC 901:5-11-07 Financial responsibility Effective: 5/5/2016

(A) Applicability.

- (1) Paragraph (B) of this rule shall apply to all pesticide businesses, except** pesticide businesses whose activities are limited to:
 - (a) Conducting wood-destroying insect diagnostic inspections;
 - (b) Application of boat antifoulants;
 - (c) Seed treatment; or
 - (d) Those performed as a pesticide solicitor.
- (2) Paragraph (C) of this rule shall apply to pesticide businesses that make wood-destroying insect diagnostic inspections, whether or not that business also applies pesticides.**
- (3) Paragraph (D) of this rule shall apply to pesticide businesses that conduct aerial pest control applications.**
- (4) Paragraph (E) of this rule shall apply to all pesticide businesses that are required to maintain financial responsibility under this rule.**

(B) Every pesticide business shall have in force a commercial general liability insurance policy and, either a separate professional liability insurance policy or an endorsement covering the properties under the care, custody, and control of the pesticide application business as it relates to the application of pesticides, including but not limited to the damage to the actual properties the pesticide business is treating or working on in each of the pesticide use categories in which the commercial applicators employed by the business are licensed. The policies and endorsements shall:

- (1) Provide coverage for each registered location associated with the pesticide business;
- (2) Provide coverage for bodily injury, property damage, products, and completed operations due to the application of pesticides at the location applied and for third party claims; and
- (3) Contain the following minimum limits of insurance:
 - (a) Three hundred thousand dollars policy general aggregate;
 - (b) Three hundred thousand dollars per occurrence limit; and
 - (c) Three hundred thousand dollars products and completed operations aggregate.

(C) Every pesticide business which is also licensed in the pesticide use category of wood-destroying insect diagnostic inspection shall obtain either a specific liability policy or an endorsement on an existing commercial general liability policy covering claims which arise from errors or omissions in the performance of wood-destroying insect diagnostic inspections. The policy and endorsements shall contain the following minimum limits of insurance:

- (1) One hundred thousand dollars policy general aggregate; and
- (2) Fifty thousand dollars per occurrence limit.

(D) Every pesticide business that conducts aerial pest control applications shall have in force a comprehensive chemical liability insurance policy for the properties under the care, custody, and control of the pesticide application business as it relates to the application of pesticides from aircraft, including but not limited to the damage to the actual properties the pesticide business is treating or working on. The policy and endorsements shall:

- (1) Provide coverage for bodily injury, property damage, products, and completed operations due to the application of pesticides at the location applied and for third party claims; and
- (2) Contain the following minimum limits of insurance:
 - (a) One hundred thousand dollars property damage coverage per occurrence; and
 - (b) One hundred thousand dollars bodily injury (excluding passengers) coverage for each person; and
 - (c) Three hundred thousand dollars bodily injury (excluding passengers) coverage per occurrence.

(E) Every person applying for a pesticide business license shall submit with their license application either a certificate of insurance or a binder verifying that they meet the requirements of this rule. The certificate of insurance or binder shall contain:

- (1) The name and address of the issuing company;
- (2) The name and address of the insured pesticide business;
- (3) The name and address of each registered location associated with the insured pesticide business;
- (4) The effective date and expiration date of the insurance policy;
- (5) The policy number;
- (6) A statement verifying that the policy provides the coverage required in paragraphs (B), (C), and/or (D) of this rule;

You may copy & paste these examples of acceptable statements for Section (E)(6):

For most Pesticide Businesses:

"This policy provides the coverage required in Ohio Administrative Code 901:5-11-07 (B)"

For WDI inspections only:

"This policy provides the coverage required in Ohio Administrative Code 901:5-11-07 (C)"

For WDI inspections and treatments:

"This policy provides the coverage required in Ohio Administrative Code 901:5-11-07 (B) & (C)"

For Aerial Pesticide Businesses

"This policy provides the coverage required in Ohio Administrative Code 901:5-11-07 (B) & (D)"

- (7) The limits of insurance; and
- (8) A clause which states in the same or similar language: "In the event of cancellation for non-payment, the insurer agrees to advise the Ohio Department of Agriculture, Pesticide Regulation Section, 8995 East Main Street, Reynoldsburg, Ohio 43068, by written notice ten days prior to the effective date of cancellation. If the policy is, for any other reason, canceled, not renewed, or there is a material change the insurer agrees to give the Ohio Department of Agriculture thirty days written notice."