

# Contingent Liability Application (Bobtail & Deadhead)

Policy Term From: \_\_\_\_\_ To \_\_\_\_\_

- Name (and "dba") \_\_\_\_\_  
 Individual/Proprietorship  Partnership  Corporation  Other Business Phone Number \_\_\_\_\_
- Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Premises Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Person to contact for inspection (name and phone number) \_\_\_\_\_
- Have you ever had insurance with one of the companies listed at the top of this page?  Yes  No  
 If yes, Policy Number(s) \_\_\_\_\_ Effective Date(s) \_\_\_\_\_

## DESCRIPTION OF OPERATIONS

- Describe business \_\_\_\_\_  
 Years experience \_\_\_\_\_ New Venture?  Yes  No Seasonal?  Yes  No
- Is this your primary business?  Yes  No If no, explain \_\_\_\_\_
- Have you ever filed for Bankruptcy?  Yes  No If yes, when \_\_\_\_\_ Explain \_\_\_\_\_
- Gross receipts last year \_\_\_\_\_ Estimate for coming year \_\_\_\_\_ Business for sale?  Yes  No
- Do you operate in more than one state?  Yes  No If yes, list states \_\_\_\_\_
- Show largest cities entered: \_\_\_\_\_ Do you pull double trailers?  Yes  No Triple trailers?  Yes  No
- Do you operate over a regular route?  Yes  No If yes, show towns operated between: \_\_\_\_\_
- List all types of cargo hauled: \_\_\_\_\_  
 Principal commodities outbound \_\_\_\_\_ Backhaul commodities \_\_\_\_\_
- Do you haul any hazardous or extra hazardous substances or materials as defined by EPA?  Yes  No  
 If yes, provide complete listing identifying all material(s) and/or chemical content: \_\_\_\_\_
- What percent of time are your vehicles operating under lease or dispatch? \_\_\_\_\_
- Equipment is under permanent/long term lease to \_\_\_\_\_
- How many companies have you been leased to in the last three years? \_\_\_\_\_
- Do you lease to anyone else?  Yes  No If yes, percent of time \_\_\_\_\_ %, for whom and explanation \_\_\_\_\_
- Do you trip lease on back hauls to others?  Yes  No If yes, percent of time \_\_\_\_\_ %, for whom and explanation \_\_\_\_\_

## LIABILITY COVERAGE — Complete for desired coverages by indicating limits of insurance.

Combined Single Limit BI & PD	LIABILITY			Medical Payments	Personal Injury Protection (where applicable)	IF PHYSICAL DAMAGE COVERAGE DESIRED, REFER TO FOLLOWING PAGE.  IF IN-TOW COVERAGE DESIRED, COMPLETE TOW TRUCK SUPPLEMENT.
	Split Limits					
	Bodily Injury		Property Damage			
	Each Person	Each Accident	Each Accident			

**APPLICABLE PERSONAL INJURY PROTECTION, UNINSURED AND/OR UNDERINSURED MOTORISTS INSURANCE SELECTION/REJECTION PAGE IS REQUIRED TO BE COMPLETED AND SIGNED BY THE NAMED INSURED WITH THE SUBMISSION OF THIS APPLICATION.**

## DRIVER INFORMATION — If additional space is needed, attach separate listing.

Driver's Name	Date of Birth	Driver's Licenses				Experience	
		State	Number	Class/Type (i.e. CDL)	Years Licensed (in Class/Type)	Type of Unit (Bus, Van, Truck, Tractor, etc.)	No. of Years
1.							
2.							
3.							
4.							
5.							

DRIVER INFORMATION (Continued) — If additional space is needed, attach separate listing.									
No. Years Previous Commercial Driving Experience	Date of Hire	Accidents and Minor Moving Traffic Violations in Past 5 Years				Major Convictions (DWI/DUI, Hit & Run, Manslaughter, Reckless, Driving While Suspended/ Revoked, Speed Contest, other felony)		Employee (E) Ind. Cont. (IC) Owner/Op. (O/O) Franchisee (F)	
		No. of Accidents	Date(s)	No. of Violations	Date(s)	Describe Conviction	Date(s)		
1.									
2.									
3.									
4.									
5.									

**PLEASE ATTACH DETAILED EXPLANATION OF ACCIDENTS LISTED ABOVE.**

20. Are drivers covered by Workers Compensation?  Yes  No If yes, name of carrier \_\_\_\_\_
21. Minimum years driving experience required \_\_\_\_\_ Are vehicles owner-driven only?  Yes  No
22. Are drivers ever allowed to take vehicles home at night?  Yes  No If yes, will family members drive?  Yes  No
23. Do you order MVR's on all drivers prior to hiring?  Yes  No Driver's maximum driving hours \_\_\_ daily, \_\_\_ weekly
24. Do you agree to report all newly hired operators?  Yes  No
25. What is the basis for driver(s) pay?  Hourly  Trip  Mileage  Other, Explain \_\_\_\_\_

**SCHEDULE OF AUTOS/VEHICLES — Describe all vehicles for which application is made for insurance.**

Veh. No.	Model Year	Vehicle Make & Model	Body Type (i.e. Truck, Tractor, Trailer, etc.)	Full Vehicle Identification Number	Gross Vehicle Weight (GVW)	Total # of rear axles	Principal Garaging Location (city & state)	Radius of Operation	Annual Mileage Per Vehicle	(A) Anti-Lock Brakes, (B) Air Bags
1										
2										
3										
4										
5										

26. Will lessor be added as additional insured?  Yes  No If yes, give name and address of lessor for each vehicle \_\_\_\_\_
27. Number of vehicles owned: Pick-Ups \_\_\_\_\_ Trucks \_\_\_\_\_ Tractors \_\_\_\_\_ Semi-Trailers \_\_\_\_\_ Trailers \_\_\_\_\_ Pup Trailers \_\_\_\_\_
28. Number of vehicles leased: Pick-Ups \_\_\_\_\_ Trucks \_\_\_\_\_ Tractors \_\_\_\_\_ Semi-Trailers \_\_\_\_\_ Trailers \_\_\_\_\_ Pup Trailers \_\_\_\_\_

**PHYSICAL DAMAGE COVERAGE — Complete spaces below in detail for each respective auto/vehicle described above.**

Veh. No.	Date Purchased	Cost When Purchased	Current Stated Value (excluding permanently attached equipment)	Value of Permanently Attached Special Equipment	Total Stated Amount to be Insured	Physical Damage Deductible		Cargo Limit of Insurance
						<input type="checkbox"/> Comprehensive <input type="checkbox"/> Spec. C of Loss	Collision	
1								
2								
3								
4								
5								

29. Any loss payees?  Yes  No If yes, give name and address of mortgagee/loss payee for each vehicle \_\_\_\_\_

**LOSS EXPERIENCE — Provide prior insurance carriers information for past full three years.**

Policy Term		Insurance Company Name	No. of Motor Powered Vehicles	No. of Accidents	Premium		Total Amount Claims Paid & Reserves			
From	To				Liab	Phys Dam	BI	PD	Comp/Coll	Other
/ /	/ /									
/ /	/ /									
/ /	/ /									

30. Is any applicant aware of any facts or past incidents, circumstances or situations which could give rise to a claim under the insurance coverage sought in this application?  Yes  No If yes, provide complete details \_\_\_\_\_
31. Have you ever been declined, cancelled or non-renewed for this kind of insurance?  Yes  No If yes, date and why \_\_\_\_\_

## CALIFORNIA UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION FORM

### DO NOT SIGN UNTIL YOU READ

#### Uninsured Motorists Coverage – Option to Reject

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

#### Uninsured Motorists Coverage – Option to Select Lower Limits

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

#### Uninsured Motorists Property Damage Coverage Where Policy Includes Collision Coverage

If Uninsured Motorists Coverage is not deleted and the policy of motor vehicle liability insurance includes collision coverage, the California Insurance Code requires an insurer to offer coverage which provides that the deductible amount, if any, to be paid by the named insured under the collision coverage shall be payable by the insurer in the event of collision involving a vehicle owned by the named insured and insured under the policy, and an uninsured motor vehicle. The named insured may elect not to accept the coverage or may waive this coverage when a motor vehicle is used or operated by a person or persons designated by name.

#### Uninsured Motorists Property Damage Coverage Where Policy Does Not Include Collision Coverage

If Uninsured Motorists Coverage is not deleted and the policy of motor vehicle liability insurance does not include collision coverage, the California Insurance Code requires an insurer to offer coverage for property damage to an insured motor vehicle, but not including personal property contained therein, caused by the owner or operator of an uninsured motor vehicle. However, this requirement does not apply to a "commercial vehicle" as defined in California Insurance Code Section 260. As used in this paragraph "property damage" means payment for loss or damage to the insured motor vehicle resulting from collision, not to exceed its actual cash value or three thousand five hundred dollars (\$3,500), whichever is less, for which loss or damage the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle. Property damage does not include compensation for loss of use of the motor vehicle. The named insured may elect not to accept the coverage or may waive this coverage when a non-commercial vehicle is used or operated by a person or persons designated by name.

The options that you requested for Uninsured Motorist Coverage are reproduced on the next page. **These options determined your policy premium, but you may change them. Changing the selections may result in changes to your premium.** To make changes contact your agent.


The Named Insured selects the following (applicable item marked 


- Rejection of Uninsured Motorists Coverage in its entirety
- Selection of Uninsured Motorist Coverage at the limits shown below, which do not exceed the Liability Bodily Injury limit(s):
  - Split Limits:
    - \$ \_\_\_\_\_ Bodily Injury per person
    - \$ \_\_\_\_\_ Bodily Injury per accident
  - Combined Single Limit (BI only):
    - \$ \_\_\_\_\_ Bodily Injury per accident


**Uninsured Motorist Property Damage Coverage (Select if UM Coverage is not rejected)**

- On those vehicles which have Collision coverage through this policy, by checking this box I elect to have the insurance company waive my Collision deductible for collisions between an insured motor vehicle and an uninsured motor vehicle. I understand that this election will cost additional premium. If this box is unchecked then my Collision deductible will apply for collisions between an insured motor vehicle and an uninsured motor vehicle.
- On those vehicles which do not have Collision coverage through this policy, by checking this box I elect to purchase Uninsured Motorist Property Damage coverage as previously described on those eligible insured vehicles. I understand that this election will cost additional premium. Uninsured Motorist Property Damage coverage is not available on any "commercial vehicle," as defined in California Insurance Code section 260, and will not be provided on such insured vehicles even if this box is checked. If this box is unchecked then I reject Uninsured Motorist Property Damage coverage on all insured vehicles without Collision coverage.

I UNDERSTAND THAT THE OPTIONS I HAVE SELECTED WILL APPLY TO ALL SUBSEQUENT RENEWALS OF COVERAGE, AND TO ALL POLICIES OR ENDORSEMENTS WHICH EXTEND, CHANGE, SUPERSEDE OR REPLACE AN EXISTING POLICY ISSUED TO THE NAMED INSURED UNLESS CHANGED IN WRITING BY ANY NAMED INSURED.

 \_\_\_\_\_  
Signature of Named Insured or representative

 \_\_\_\_\_  
Title

 \_\_\_\_\_  
Date

\_\_\_\_\_  
Policy Number

**MUST BE SIGNED BY THE APPLICANT PERSONALLY**

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the **Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.**

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the FHWA requires a special endorsement to be attached to the policy which increases the Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation a corporate officer has signed below).

Will premium be financed?  Yes  No If yes, with whom? \_\_\_\_\_

\_\_\_\_\_  
Witness Applicant's Signature Date

**TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE**

Is this direct business to your office? \_\_\_\_\_ If not, explain: \_\_\_\_\_

Is this new business to your office? \_\_\_\_\_ If not, how long have you had the account? \_\_\_\_\_

How long have you known applicant? \_\_\_\_\_

**REQUEST TO COMPANY GENERAL AGENT:**

Please quote  Please bind at earliest possible date and issue policy

Please issue policy effective \_\_\_\_\_ Coverage was bound by \_\_\_\_\_  
(Time and Date Bound by General Agent) (Name of Person in Company General Agency's Office Binding Coverage)

\_\_\_\_\_  
Applicant's Representative's Name and Address

\_\_\_\_\_  
Phone No.