

Hired & Non-Owned Supplemental Application

Instructions to Applicant

Please complete the application, answering all questions. An incomplete application cannot be processed. Completion of this application neither binds coverage nor guarantees a policy will be issued. For the purposes of this application, owned, hired and non-owned autos are as defined below:

Owned Autos are autos that are registered/titled in the name of your business, (or your name if you are a sole proprietor)

Please Note - Owned Autos cannot be insured under this program.

Hired Autos are autos you, your business or your employee lease (<60 days), hire, rent, or borrow from another person or business, for the purpose of conducting your business.

Non-owned Autos are autos your business does not own, hire, rent or borrow, but are used by employees or independent contractors to conduct your business operations on your behalf.

Applicant Information

Named Insured: _____

Mailing Address: _____ Physical Address: _____

Audit Contact (if rated off of sales/cost of hire): _____

Expiring Premium: _____ Years in Business: _____

Insured Website: _____

Description of Operations: _____

Reason for Coverage (for Contract Requirements, provide): _____

States of Operation: _____ \$1 Million Excess Requested : _____

Annual Sales

Projected	Prior Year

Annual Cost of Hire

Projected	Prior Year

Hired Auto & Non-Owned Automobile Information - Coverage Subject to Audit

Number of employees using their own vehicles for company business: _____

Number of volunteers using their own vehicles for company business: _____

Number of independent contractors Hired to drive: _____

Total Number of Drivers: _____ Total Number of employees: _____

Total Number of Owned Autos (Insured Owned): _____

Types of Autos used by drivers? (Check all that apply):

- Private
 Light Trucks
 Medium Trucks
 Heavy Trucks
 Tractor Trailers

Annual Mileage: _____ Daily Mileage: _____

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1. Does the applicant require that drivers carry and provide documentation of at least 250,000/500,000 or 300,000 combined single limit personal auto liability limits? (refer to page 4 of supplemental for full list of Gross Vehicle Weight requirements) Yes No
If they are required to carry a limit higher than the minimum, what limit is required? _____
2. Do you review ALL DRIVERS personal auto liability limits? Yes No
3. Do you review MVR's, at least annually for all personnel who drive hired/and or non-owned autos while conducting the applicant's business? Yes No
4. Do employees transport passengers other than employees as part of your business? Yes No
5. Does the insured use a mobile app? Yes No
If so, please provide the name of the app: _____
6. Do any drivers carry firearms? (USMC does not permit firearms to be carried) Yes No
7. Do you arrange or dispatch loads/rides for others, not including your own hired vehicles or truckers? Yes No
Explanation: _____
Annual Number of Vehicles/Truckers: _____
Annual Number of Loads/Rides: _____
8. Do you lease, hire, rent or borrow any autos from a subsidiary or affiliate of the insured, not including vehicle rental companies? Yes No
If so, who and what affiliation: _____

Short-Term Rental Vehicle Supplement & Agreement

Short-term vehicle rentals are defined as autos rented for less than 6 months, including those you keep indefinitely under renewing short-term agreements, are best insured as owned/ leased vehicles.

It is extremely important that you understand the choices for insuring rented vehicles. If there are any questions, please contact us for clarification. Please be sure to share this information with others in your company who may be involved with rental vehicles.

Rolling rentals are usually best insured under your own business auto insurance at rates comparable to owned/leased vehicles. **For other short-term rentals, rates are higher, and we require that you purchase the insurance offered by most major rental companies,** including a \$1,000,000 liability limit and physical damage coverage. Our reasoning is as follows:

- A) Losses on rentals tend to be high and claims won't affect your insurability or premiums
- B) Claims are handled by the rental company's insurance carrier
- C) Costs for replacement vehicles and repairs are the responsibility of the rental company

We maintain our position on this and require rentals to have primary coverage from the rental company.

Do you utilize short term rentals? Yes No

Will you purchase insurance from the rental company on all rented vehicles? Yes No

What rental company(s) do you use? _____

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Vehicle Type	Annual Number of Autos Rented	Average Number of Days Each Vehicle is Rented	Annual Number of Autos Leased	Annual Mileage
Private Passenger Vehicles				
Light Trucks (Under 10,000 lbs. GVW)				
Medium Trucks (10,001 - 20,000 lbs. GVW)				
Heavy Trucks (20,001 - 45,000 lbs. GVW)				
Truck Tractors (Over 45,000 lbs. GVW)				
Total				

Loss Information

Has any claim arising out of the operation of a hired and/or non-owned automobile been made against the applicant within the past five (5) years for which this proposed insurance would apply? Yes No

If yes, please complete the following for losses:

Date of Occurance	Date Reported	Description of Loss	Amount Incurred	Open/Closed

WE REQUIRE THE SIGNATURE OF A PRINCIPAL OR AUTHORIZED REPRESENTATIVE ACKNOWLEDGING YOUR UNDERSTANDING

 Authorized Signature

 Date

 Printed Name

 Title

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Hired and Non-Owned Coverage Agreement

This coverage requires mutual cooperation between agent/broker and client. In order for us to obtain the best coverage and pricing available, we need your commitment to control losses. The following are mandatory requirements. You must review and acknowledge your understanding and acceptance by signing in the designated signature space below.

1. You must have wording in your driver agreement mandating that the drivers carry their own auto liability insurance. The agreement must also contain a "Hold harmless/indemnification" clause in favor of the company.

A. It is **required** that all drivers carry at least \$250,000/\$500,000 split limit or \$300,000 combined single limit on a personal auto policy. At the very least your driver contract should state something to the effect that "You should consult with an insurance professional to determine the amount and type of insurance best suited for your needs". Your rates will be lower if drivers carry the recommended limits.

B. Drivers with trucks must be required to carry minimum limits of personal auto insurance as follows:

- Gross vehicle weight of 10,001 to 20,000 must carry **\$250,000/\$300,000/\$500,000 combined single limit or higher**
- Gross vehicle weight of 20,001 to 45,000 must carry **\$500,000 combined single limit or higher**
- Gross vehicle weight over 45,000 must carry **\$1,000,000 combined single limit**

Note: Please be careful when reviewing Independent Contractors Automobile Insurance Declarations Pages for those driving larger trucks (over 10,000 lbs GVW). Non-trucking or bob-tail liability is not acceptable. If you discover any of these you must immediately suspend that drivers activity and not reinstate until they produce evidence of full primary liability coverage.

2. You must obtain a motor vehicle report (mvr) on each driver prior to their beginning work.

3. You must not specifically make a charge to the driver for "Auto insurance" as your insurance does not protect the driver - it is liability protection for your company for auto incidents involving drivers' vehicles.

4. You must have an acceptable system in place to track drivers' primary auto insurance. You must collect and update auto insurance policy declaration pages for all drivers who use their own vehicles on behalf of your company if drivers are required to carry auto insurance limits greater than state financial responsibility limits. Please describe in detail below the system you use to track drivers' primary auto insurance.

These requirements must be maintained throughout your involvement in our program. Non-compliance with any requirement will result in higher rates or termination from the program.

 Authorized Signature

 Date

 Printed Name

 Title

Hired & Non-Owned Supplemental Application (continued)

The applicant agrees, represents and warrants that the statements and information contained in this application for insurance, including all statements, information and documents accompanying or relating to this application are accurate and complete and no facts have been suppressed, omitted or misstated. Any failure to fully disclose the information requested in this application for insurance, whether by omission or suppression, or any misrepresentation in the statements and information contained in this application, including all statements, information and documents accompanying or relating to this application, renders coverage for any claim(s) null and void and entitles us to rescind the policy from its inception.

Signature of Applicant: _____ Title: _____

***SIGNING THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE.**

Agency: _____ Date: _____

FRAUD WARNING

NOTICE TO APPLICANTS OF ALL STATES EXCEPT KENTUCKY, LOUISIANA, NEW JERSEY, NEW MEXICO, NEW YORK, OREGON, PENNSYLVANIA, PUERTO RICO, VIRGINIA AND WASHINGTON D.C.:

Any person who knowingly, and with the intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any material false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties and denial of insurance benefits.

NOTICE TO KENTUCKY APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS:

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each provision.

NOTICE TO OREGON APPLICANTS:

Any person who knowingly and with intent to defraud or deceive any insurance company or other person who files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto upon which the insurance company or any other person relies may be a crime and may provide grounds for criminal or civil penalties.

NOTICE TO PENNSYLVANIA APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person who, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS:

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established by be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO VIRGINIA APPLICANTS:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON D.C. APPLICANTS:

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

IMPORTANT NOTICE: failure to report any claim made against you during your current policy term, or facts, circumstances, or events, which may give rise to a claim against you to your current insurance company before expiration of your current policy term may create a lack of coverage.

Completion of this form does not bind coverage. Applicant's acceptance of company's quotation is required prior to binding coverage and policy issuance. It is agreed that this form shall be the basis of the contract should a policy be issued, and it will be attached to the policy.

This applicant declares that the information contained in this supplemental application is true and that no material facts have been suppressed or misstated. The applicant understands and acknowledges that the information contained in the application is deemed material and that any policy issued by the company is done so in reliance upon the truth of the applicant's representations. This application understands that incorrect information could void coverage.

Initials of Applicant for Acknowledgement

Date