## Motor Truck Cargo & Physical Damage

Return complete app to: Quote@shellyins.com



Phone (800) 342-2498 Fax (904) 355-7611

Post Office Box 2909 Jacksonville, FL 32203-2909

App	licant Information				
		To			
	Name of Applicant:				
2.	Mailing Address:(Number)	(Street)	(City)	(County)	(State) (Zip)
	Physical Address:		(0: )	(0, )	(C ) (7.)
3.	Applicant is: ☐ Individual ☐ P	(Street) artnership	(City) Cell Phone:	(County)	(State) (Zip)
4.	Website:	Email Address:			
5.	Number of consecutive years of coverage	Email Address:			
6. 7.	Person to contact for inspection (name	& phone number):  Is your operation currently for sale?			
7. 8.	Gross receipts last year:	is your operation currently for sale: E Estimate for cor	ning vear:		
9.	Have you filed for Bankruptcy within t	Estimate for cor he last 5 years or do you contemplate do	ng so?	0	
	If yes, provide details:				
Desc	cription and Area of Opera	ations			
	<u> </u>				
10.	Business Description.				
	Does applicant operate:   For Hire				_
12.	Percentage of trips by radius: 0-100_	101-300	_ 301-500	500+	
13. 14	Three largest shippers applicant hauls fo	r•			_
15.	Do you haul any hazardous or extra ha	r: zardous substances or materials as defined	l by EPA? □ Yes □	No	
	If yes. what type(s) materials is being ha	auled? (give complete listings, naming ma	terial(s) and/or chem	ical content):	
1.0	D	☐ No Triple trailers? ☐ Yes ☐	I NI-		
	Complete for all applicable commod		I INO		
		*	0/ 61 1	M : 371	A 37.1
	Commodities being hauled: (Inc	clude UN # if hazardous commodity)	% of Loads	Maximum Value	Average Value
Cov	erages				
Y	N				
	O Physical Damage	TIV: \$ Cargo Limit: \$ De	1 .:11 ¢		
	<ul><li>Motor Truck Cargo</li><li>Refrigeration Breakdown Coverage</li></ul>	Cargo Limit: \$ De Deductible: \$	eductible: \$		
	O (TRIA) applies to cargo only	Deductione, φ			
	O Trailer Interchange	Max value per Trailer: \$	# of Days	Deductib	le: \$

### Previous Insurance Carrier & Loss Experience

Provide current valued loss runs (ordered in the past 60 days) for the current policy term and prior two years.

Physical From	l Damage To	Ins. Carrier	Policy Number	Premiums	Power Unit Count	# of Claims	Total Incurred
Motor Ti	ruck Cargo	Ins. Carrier	Policy Number	Premiums	Power Unit Count	# of Claims	Total Incurred
	ruck Cargo	Ins. Carrier	Policy Number	Premiums	Power Unit Count	# of Claims	Total Incurred

## Vehicle Information

18. SCHEDULE OF AUTOMOTIVE VEHICLES TO BE COVERED

Auto Ve- hicle No.	Year	Trade Name	Vehicle ID (VIN) 17 digit number	Body Type Truck (T), Tractor (TR), Trailer(TL), Dump (D), Tanker (K)	GVW	Radius	Owned (O), Owner Op- erator (O/O), Leased (L)
1							
2							
3							
4							
5							

19. PHYSICAL DAMAGE COVERAGES DESIRED (complete spaces below in detail for each respective auto/vehicle described above.)

Auto/ Vehi-				Physical	Damage	Motor Tr	uck Cargo
cle No.	Garage Zip Code	Original Cost New	Stated Value	Comprehensive Deductible	Collision Deductible	Cargo Limit	Deductible
1							
AI/LP							
2							
AI/LP							
3							
AI/LP							
4							
AI/LP							
5					<u> </u>		
AI/LP							

20. Any loss payees?	☐ Yes	□ No	If yes, indicate for which vehicle(s) and give name and address of loss pay	yees:

## **Driver Information**

21.	Does any driver listed have any convictions such as DWI/DUI of alcohol or drugs, license suspensions for moving
	violations. felonies, hit and run, eluding an officer, reckless/negligent operation of a vehicle, driving while under suspension
	or revocation or other violations not listed above?
	☐ Yes ☐ No If yes, describe (including dates) —
	Driver's pay scale is (check all that apply): ☐ Hourly ☐ Trip ☐ Mileage
	Are you familiar with the U.S. Dept. Of Transportation driver regulations? ☐ Yes ☐ No
	Are you complying with regulations? ☐ Yes ☐ No
24.	SCHEDULE OF ALL DRIVERS NOW EMPLOYED (If not enough space, attach separate listing)

Name	Date of Birth	Driver License No.	State Where Licensed	# of Years Driving Like Equipment	Moving Violations / Accidents (#, date, details)	Date of Hire

#### DRIVER CRITERIA CONDITIONS ENDORSEMENT

Notwithstanding any provision to the contrary within the Policy to which this Endorsement is attached, this Insurance shall not indemnify the Insured for loss or damage to any Automobile and/or lawful cargo as insured by and otherwise recoverable under this Policy unless the Automobile is operated by or such cargo is transported by a driver who at the inception of this Policy or at the date of hire, whichever is the later, provides documented evidence of an MVR no older than three months showing they:

1) Are aged between twenty-one (21) and seventy-five (75) years of age. All drivers over the age of seventy (70) will be required to have an acceptable annual letter of health from a registered doctor or their authorised representative.

2) Have experience as follows:

- a) a minimum of two (2) years continuous driving experience, within thirty-six (36) months of the policy inception date or date of hire, whichever is the later, driving equipment similar to or driving trucks transporting cargo similar to that insured under this Policy; OR b) a minimum of one (1) years continuous driving experience, within twenty-four (24) months of the policy inception date or date of hire, whichever is the later, driving equipment similar to or driving trucks transporting cargo similar to that insured under this Policy providing there are no violations and no at fault accidents. For such drivers the Deductible stated in the Declarations Page shall be increased by 100% or to a minimum of \$5,000, whichever is the greater.
- 3) A current valid driver's license applicable in the United States, Canada or Mexico (driver must have a valid border crossing visa).
- 4) No more than five (5) Minor Violations, as defined below, in the past thirty-six (36) months.

No more than one (1) at fault accident in the past thirty-six (36) months.

6) Have no Major Violations, as defined below, in the past thirty-six (36) months.

INSURERS' MAINTAIN THE RIGHT TO DECLINE ANY CLAIM WHERE THE DRIVER DOES NOT MEET THE ABOVE DRIVER CRITERIA.

#### **DEFINITIONS**

#### MINOR VIOLATIONS

- a) All moving violations are considered minor unless listed
- as Major Violations.
- b) Defective brakes.

#### MAJOR VIOLATIONS

- a) Driving while intoxicated, driving under the influence, blood alcohol content, implied consent, any drug related violation.
- b) Manslaughter or negligent homicide.
- c) Felony involving a motor vehicle.
- d) Speeding contest or racing.
- e) Hit and run or fleeing the scene of an accident.
- f) Careless or reckless driving.

All other terms and conditions remain unaltered.

- c) Defective equipment.
- d) Oversize.
- e) Overweight.
- g) Not having a valid Commercial Drivers License or driving a tractor with a general operator's license.
- h) Fleeing / eluding arrest.
- i) Multiple licences.
- i) False report, statement or fraud.
- k) Operating a vehicle without the owner's authority.
- l) Driving whilst using a mobile device, in violation of state law.

#### 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.

The Applicant agrees that any inspection of 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 in to the character, finances, 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).

•	No If yes, with whomh intent to injure, defraud, or deceive any insurer file	
	misleading information is guilty of a felony of the th	
Applicant's Printed Name	Applicant's Signature	Date
	TO BE COMPLETED BY AGENT OF APPLICAN	NT
Agent of Applicant Name	Agent License ID Nu	mber
Agent Address		
		N

## STATEMENT OF DILIGENT EFFORT

l,	Name of Retail/Producing Agent	License #:	
Name of Agency:			
Have sought to obtain:			
Specific Type of Coverage _	Commercial Auto Physical De	amage	for
	ly writing this type of coverage:	fro	m the following
(1) Authorized Insurer:			
Person Contacted (or indica	te if obtained online declination):	<u>G</u>	
Telephone Number/Email:		Date of Contact:	
The reason(s) for declination	on by the insurer was (were) as follow	IS (Attach electronic declinations if applicat	ole):
(2) Authorized Insurer:			
Person Contacted (or indica	te if obtained online declination):		
Telephone Number/Email:		Date of Contact:	
The reason(s) for declination	on by the insurer was (were) as follow	IS (Attach electronic declinations if applicat	ole):
(3) Authorized Insurer:			
Person Contacted (or indica	te if obtained online declination):		
Telephone Number/Email:		Date of Contact:	
The reason(s) for declination	on by the insurer was (were) as follow	IS (Attach electronic declinations if applicat	ole):
Signature of Retail/Produci	ng Agent	Date	

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of					
		for acts of terrorism excluded from my policy. I overage for losses arising from acts of terrorism.				
Policyh	nolder/Applicant's Signature	Great Lakes Insurance SE Insurers				
Print N	lame	Policy Number				
Date						

# SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Named Insured	
Signature of Insured's Authorized Representative	Date
Great Lakes UK	
Name of Excess and Surplus Lines Carrier	
Motor Truck Cargo	
Type of Insurance	
Effective Date of Coverage	
Producer Name	Producer License #