

# Email to: quote@atmunderwriters.com

### Automobile Physical Damage Insurance Commercial Vehicles (U.S.A.) Application

1.	Name of Applicant:			
2.	Address:			
3.	Phone number:			
4.	Website/e-mail address:			
5.	Address of Principal Terminal if other than above:			
6.	DOT #: Radius of Operation:			
7.	Type of Cargo carried:			
8.	a. Number of years in this business (if new venture, please complete supplement):			
	b. Total number of employees:			
	c. Total annual gross revenue from this operation: \$			
9.	Vehicle(s) legally owned by:			
	Loss Payable to:			
10.	Name of previous carrier:			
11.	Name of carrier of Public Liability and Property Damage Insurance:			
12.	Has applicant had previous fire, theft and collision automobile insurance cancelled? (if so, state date, name of insurance company and reason for cancellation:			

			Yes No your pre-hire scre	eening process?		
	4. If more than one vehicle is covered, what is the estimated maximum possible terminal loss (total insured values)?					
15. Amo	ount of dedu	uctible(s) on Collisi	on: \$1,000	\$2,500	Other \$	
16. Will	you ever us	se hired equipmen	t? No	Yes		
17. Will	any of your	equipment ever b	e loaned or rente	ed to others?		
	18. Do you own or use trucks and/or trailers other than those listed under item 20 below?  If "yes" specify vehicles and state reasons why insurance is not required:					
19. Is e	quipment re	egularly inspected a	and services?	If so, at w	hat periods?	
20. Any losses sustained by applicant during the last five years? (N/A is not an acceptable response. If there have been no losses, please indicated "No Losses") Losses						
,	Year	(	Comprehensive/0	Collision	Amour	nt Paid
21. Des	cription of v	vehicle(s): (Specify	Truck, Tractor,	Trailer, Semi)		
Item #	Year	Make	Туре	VIN (Seria	ıl #)	Value
1						
2						
3						
4	1					

6			
7			
8			
9			
10			

## No coverage is afforded under this policy unless the driver operating the covered automobile:

The Insured/Assured\* must check **all drivers' MVRs within seven (7) days of employment** with the subject trucking firm or within seven (7) days of inception of this policy. No MVR to be older than three (3) months.

No coverage is afforded under this policy unless the driver in charge of and/or operating the automobile at the time of loss or damage occurs or at the time of the accident or occurrence made the basis of a claim occurs:

- a) Has been reported to Underwriters
- b) Is aged between twenty-three (23) and seventy (70) years inclusive, and
- c) Has no *critical violations* IN THE PAST FIVE (5) YEARS preceding the date of employment or inception of this policy, whichever is later, and
- d) Has no *major violations* and no more than one (1) at fault accident\*\* **IN THE PAST THREE (3) YEARS** preceding the date of employment or inception of this policy, whichever is later, and
- e) Has had no more than three (3) *minor violations* IN THE PAST THREE (3) YEARS preceding the date of employment or inception of this policy, whichever is later, and
- f) Has continuously held a driver license issued in the USA or Canada (for at least the past two (2) years) preceding the date of employment or the inception of this policy, whichever is later, which is valid for the automobile being operated:

unless such driver has been accepted in writing by the Underwriters and endorsed on to this policy, with any additional premium paid and/or other amended terms as required by the Underwriters.

#### The words *critical violation(s)* shall mean:

- i) Driving while intoxicated (DWI), implied consent, any suspension of the driver's license for failure to submit to alcohol testing
- ii) Driving under the influence (DUI), implied consent, any suspension of the driver's license for failure to submit to drug testing
- iii) Manslaughter or negligent homicide
- iv) Hit and run
- v) Fleeing whilst eluding arrest
- vi) Use of handheld electronic device whilst in operation of a vehicle
- vii) Driving in excess of 100 MPH / 160 KPH

#### The words *major violation(s)* shall mean:

- i) Felony involving a motor vehicle
- ii) Racing
- iii) Reckless driving
- iv) License suspension for points
- v) Driver while license suspended
- vi) Multiple driver's license not reported to Underwriters
- vii) Speeding in excess of 15 MPH over posted limit

#### The word *minor violation(s)* shall mean:

Any moving violation(s) other than the *critical violation* and *major violations* listed above and the following non-moving

Violations:

- i) Defective brakes
- ii) Defective equipment
- iii) Oversize or overweight

Please note, these are Guidelines and Underwriters reserve the right to accept or reject any driver regardless of the criteria above. Any acceptance outside of the above criteria must be done in writing.

\*To be depending on physical damage or motor truck cargo

\*\*At fault accident – All accidents are considered to be at fault unless there is a valid police report stating that the incident was not the fault of said operator/driver.

This application shall not be binding on the Underwriters unless and until a contract of insurance shall be issued and delivered in accordance herewith and then only as of the commencement date of said insurance and in accordance with all terms thereof and the said Applicant hereby covenants and agrees to and with the Underwriters that the foregoing statement and answers are a just, full and true exposition of all of the facts and circumstances with regard to the risk to be insured, insofar as same are known to the Applicant, and the same are hereby made the basis and condition of the insurance.

Signed:	 			
Dated:				
Daleu	 	 		



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### New Venture Supplemental

(to be completed by any risk with less than three years loss runs)

1.	Effective date of new venture:	Date of first	CDL:		
2.	How long have you been driving tractors/rigs?				
3.	Who did you previously drive for?	Who did you previously drive for?			
4.	What types of goods were you previously hauling:	What types of goods were you previously hauling:			
5.	What was/were your usual routes?				
6.	How many accidents or losses were you involved in during the past five (5) years?				
	Describe the circumstances of the accidents or losses:				
7.	Will you be hauling for anyone in particular?				
8.	Who is financing the new venture?				
9.	Are you applying for FHWA (ICC) authority? Yes	No	If yes, when? _		
10.	. Do you expect to increase the number of your vehicles within If yes, how Many?	•	Yes	No	
I/we hereby declare that the statements and particulars given on this form are true to the best of my/our knowledge and belief and that I/we have not suppressed, withheld or modified any material facts. I/we agree that should a policy be issued, this form shall be the basis of the contact, and that any change in the pattern of my/our trade or trade practices shall be advised to the Underwriters who may at their discretion, vary the terms and conditions of the contract.					
Signed	J				
Dated .					
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#### 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 USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 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.

		age for acts of terrorism for a prospective premium of es tax of \$, total terrorism premium of		
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understate that I will have no coverage for losses arising from acts of terrorism.			
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Policynoic	der/Applicant Signature	Company		
Print Name		Policy Number		
Date				