



# Berkley PRIME TRANSPORTATION

| a Berkley Company

Proposed Eff Date:

Proposed Exp Date:

Applicant Information:

Agent Name:

Named Insured:

Address:

Street Address:

City, State, Zip:

City, State, Zip:

Website Address:

Insured's Email Address:

NAICS #:

DOT #:

MC #:

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Description of Operations:

Commodities Hauled & Percentage

%

%

%

%

%

%

Is the insured involved in any of the following operations? (check all that apply)

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Courier Services | <input type="checkbox"/> Crane Services | <input type="checkbox"/> Debris Removal     | <input type="checkbox"/> Escort Vehicles        |
| <input type="checkbox"/> House Moving     | <input type="checkbox"/> Public Livery  | <input type="checkbox"/> Food Trucks        | <input type="checkbox"/> Towing without service |
| <input type="checkbox"/> Truck Brokering  | <input type="checkbox"/> Fracking Ops   | <input type="checkbox"/> Rigging Operations | <input type="checkbox"/> Repossession           |
| <input type="checkbox"/> OS/OW            |   |   |   |

Operations Questions:

1. Do you act as a freight forwarder or arrange loads for others?
2. Are all owned autos scheduled on the application?
3. Is all equipment operated under the applicant's authority scheduled on the application?
4. Any changes in ownership or name in the past 5 years? If yes, explain:
5. Are any vehicles used to transport employees?
6. Does you lease or loan your drivers to other truckers?
7. Do you hire owner operators on a trip lease basis?
8. Do you allow guest passengers?
9. Any team, hot seat, slip seating or relay driver operations?

Safety:

1. Do you have a written safety program in place?
2. Do you have a full time Safety Director?
3. Do you utilize telematics of any kind?
  - a. Type & Brand:
  - b. ELD's in all trucks:
  - c. Vendor Name:
  - d. Speed Governors:           What speed?
4. Do you receive MVR's prior to hiring a new driver?
5. Do you have criteria for an acceptable MVR?
6. Is there a disciplinary program in place?

Driver Hiring:

1. Minimum age:
2. Minimum years' experience driving similar equipment?
3. Any driver incentive awards given?

Terminal Locations:

1. Warehouses owned? Coverage provided by:
2. Any fuel or underground tanks?
3. Mark all that apply to terminals:  
 Fenced       Guard Dogs       Lighted  
 Public Access       Security Guards

NOTICE: If you or someone else on your behalf gives us false, deceptive, misleading or incomplete information in this application and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the coverages and we may void the policy.

**Fraud Notice Statements<sup>1</sup>**

NOTICE TO CALIFORNIA APPLICANTS: Any person who knowingly makes an application for motor vehicle insurance coverage containing any statement that the applicant resides or is domiciled in this state when, in fact, that applicant resides or is domiciled in a state other than this state, is subject to criminal and civil penalties. An insurer which refused to provide coverage to an application who is a “Good Driver” must provide the applicant with written statement of the reasons it denied coverage, in general. Under California law a good driver is a person who has not had more than one violation point or more than one at-fault accident resulting in only property damage in the last three years.

NOTICE TO CALIFORNIA APPLICANTS: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any 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.

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<sup>1</sup> These fraud warnings are in addition to those included in the ACORD forms.

NOTICE TO KANSAS APPLICANTS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO MICHIGAN APPLICANTS. Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.00.

Note: Consumer assistance material is available from the Michigan Insurance Bureau, P.O. Box 30220, Lansing, MI 48909-7720; 517-373-0240.

**NOTICE TO MINNESOTA APPLICANTS:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**NOTICE TO NEW YORK APPLICANTS.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or any insurance company, 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 value of the subject motor vehicle or stated claim for each violation.

**NOTICE TO OKLAHOMA APPLICANTS: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO OREGON APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments of your part, we must show that: A. The misinformation is material to the content of the policy; B. We relied upon the misinformation; and C. The information was either: 1. Material to the risk assumed by us; or 2. Provided fraudulently. For remedies other than the denial of a claim, misstatements, misrepresentations, omissions, or concealments on your part must either be fraudulent or material to our interests. Misstatements, misrepresentations, omissions or concealments on your part of not fraudulent unless they are made with the intent to knowingly defraud.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

**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. **READ YOUR POLICY. THE POLICY OF INSURANCE FOR WHICH APPLICATION IS BEING MADE, IF ISSUED, MAY BE CANCELLED WITHOUT CAUSE AT THE OPTION OF THE INSURER AT ANY TIME IN THE FIRST 60 DAYS DURING WHICH IT IS IN EFFECT AND AT ANY TIME THEREAFTER FOR REASONS STATED IN THE POLICY.**

**Miscellaneous**

NOTICE TO ARIZONA APPLICANTS: As described in Arizona Revised Statute 20-2104(D), a Credit Report or other investigative report about you may be requested in connection with this application for insurance. Any information which we have or may obtain about you or other individuals listed as policyholders on our policy will be treated confidentially. However, this information, as well as other personal or privileged information subsequently collected, may under certain circumstances, be disclosed without prior authorization non-affiliated third parties. We may also share such information with affiliated companies for such purposes as claims handling, servicing, underwriting and insurance marketing. You have the right to see personal information collected about you, and you have the right to correct any information which may be wrong. Also, pursuant to Arizona revised statute 20-2104(C), if you are interested in obtaining a complete description of our information practices, and your rights regarding information we collect, please write us at the address provided with your policy.

NOTICE TO ILLINOIS APPLICANTS: The Religious Freedom Protection and Civil Union Act (“the Act”) provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. Your policy or contract provides parties to a civil union and a marriage identical benefits and protections, as required by the Act.

NOTICE TO NEW HAMPSHIRE APPLICANTS:

**STATEMENT OF RESIDENCY INCLUDING APPLICABLE EXEMPTIONS**

- (a) A resident is a person who maintains his or her true, fixed and permanent residence within the State of New Hampshire, does not claim residency in any other state for any purpose and who has, through all of his or her actions, demonstrated a current intent to designate that the permanent residence is his or her principal place of physical presence for the indefinite future to the exclusion of all others; or
- (b) A resident is a person who has previously met the conditions of (a) above and who now maintains a permanent residence in New Hampshire for the entire year and has actually spent more than 183 days in New Hampshire during the previous calendar year; or
- (c) A resident is a person who is without a permanent street address due to homelessness, or, a person who is temporarily without a permanent street address due to traveling outside of the State of New Hampshire in a recreational vehicle for a period not to exceed 2 years, and who has met and can demonstrate the requirements of RSA 261:52-b or RSA 261:52-c.
- (d) Exemption from residency may be claimed if:
  - (1) The motor vehicle to be insured is garaged exclusively in New Hampshire; or
  - (2) The individual is on active duty in the military service of the United States and claims New Hampshire as their legal state of resident; or
  - (3) The individual is on active duty in the military service of the United States, currently stationed in New Hampshire, and all vehicles to be insured on this policy are currently garaged in New Hampshire.
- (e)  I understand that if I falsely claim for myself or any named insured to be a resident of the State of New Hampshire, or if I claim for myself or any named insured to be entitled to exemption hereunder, I am subject to prosecution, imprisonment of up to one year, a fine of

\$2,000 and the denial of coverage for any loss, not occurring in New Hampshire, under the automobile insurance policy for which I am applying.

(f)  I also understand that this statement will be relied upon in connection with future renewals of the automobile insurance policy for which I am applying, and that it is my responsibility to inform my insurance company before my next renewal after I or any named insured ceases to be a New Hampshire resident and that I will be subject to the penalties listed in (e) above if I fail to do so.

(g)  I/we the applicant(s) has/have read the above and understand the penalties that may apply if I/we falsely claim to be a New Hampshire resident, or if we claim to be entitled to exemption hereunder.

CHECK ONE:

I hereby attest that I am, and each named insured is, a resident of the State of New Hampshire as defined in (a) and (b) above and that I maintain a permanent resident located at:

Street Address City, New Hampshire (Zip)

or that I, and each named insured, has met and can demonstrate the requirements of RSA 261:52-b or RSA 261:52-c as defined in (c) above.

I hereby claim that I am, and each named insured is entitled to exemption hereunder pursuant to (d) above.

Signed at:

Street Address City, New Hampshire (Zip)

**NOTICE TO SOUTH CAROLINA APPLICANTS: THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.**

[If I am requesting insurance for any individually owned pickup truck, panel truck, van, or similar motor vehicle, and I have previously used the vehicle(s) in my business, I have provided as an attachment to this application either a copy of my business license, or a copy of IRS Form 1040, Schedule C or Schedule C-EZ, detailing net profit or loss derived from the legitimate commercial use of the vehicle(s). If I have not previously used such vehicle(s) in my business, or if I have a new commercial enterprise, I have read and signed the South Carolina Commercial Auto Supplement, ACORD 62 SC.]

NOTICE TO UTAH APPLICANTS: Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees, if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

NOTICE TO VIRGINIA APPLICANTS: Read your policy. The policy of insurance for which this application is being made, if issued, may be canceled without cause at the option of the insurer at any time in the first 60 days during which it is in effect and at any time thereafter for reasons stated in the policy.

NOTICE TO WYOMING APPLICANTS: I understand that the automobile insurance that I am buying includes an amendment which states that if I have a loss to a vehicle and am paid for that loss but don't actually repair the vehicle, any subsequent losses will be paid with the cost of the damage associated with prior losses being deducted.



**Signature Element**

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim for payment of a loss or benefit containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which may be, or in some states is, a crime and subjects the person to criminal and civil penalties. Penalties may include imprisonment, fines or a denial of insurance benefits.

I understand that the coverage selection and limit choices indicated here or in any state supplement will apply to all future policy renewals, continuations and changes unless I notify the company otherwise in writing.

I authorize the company to obtain a copy of any Motor Vehicle Report and/or Credit Report for use in rating and/or underwriting the insurance for which I have applied and any renewal thereof. I also understand that a routine inspection may be done regarding my operations and that a routine inquiry may be made to obtain applicable information concerning character, general reputation, personal characteristics and mode of living or other background information the company deems necessary in order to determine whether to accept or reject my application for coverage.

I agree to promptly report and furnish the name, driver license number, and date of birth for all drivers I hire and employ after completion of this application. I understand all accidents are to be reported promptly regardless of severity or fault.

I also understand that the completion of this application is a request for quotation and shall not be construed as creating a binding contract for insurance. Acceptance of a quotation from the company is required prior to binding coverage with the company. I also understand that binding must be made by an authorized representative of the company.

I certify that the foregoing statements and answers as well as the statements and answers provided in any ACORD application forms and any documents submitted by me in connection with this application are true and correct and agree that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

After reasonable inquiry, I warrant that the information and statements contained in this application for insurance as well as any ACORD application forms are true and correct, and that no material facts have been withheld or misstated. I understand that this application, and all other materials and information submitted to the company in connection with this application for insurance, are incorporated and made a part hereof. I also understand that the company will rely upon the applications, materials and information submitted in the underwriting process in the formation of any subsequent contract of insurance entered into.

Applicant Signature & Title

Date

I certify that the signature of the applicant is correct to the best of my knowledge and belief, and further warrant that the answers, statements, and information reflected herein was given by the applicant together with information from my records, if any.

Agent Signature

Date