



LESSORS CONTINGENT AND EXCESS LIABILITY LESSORS CONTINGENT PHYSICAL DAMAGE

SUBMISSION REQUIREMENTS

- Current complete copy of lease agreement
- Currently valued insurance company loss runs for the current policy period plus three (3) prior years
- Complete application and any applicable supplement(s)

SECTION I - GENERAL INFORMATION

1. Corporate and d/b/a Name and Address:
2. Phone number:
3. Contact Name/Title:
4. Billing Contact Name:
5. Owner's Name:
6. FEIN:
7. Website: www.
8. Risk Management Contact: Phone:
Email:

SECTION II - FLEET INFORMATION

1. What is the total number of units in the Applicant's fleet?
Cars & Light Commercial number of units:
Other: (please describe)
Trucks over 12,500 lbs: Trailers: %
2. What percentage of the Applicant's leases are consumer leases? %
3. What percentage of the Applicant's leases are commercial fleet leases? %
List the names of the Applicant's largest commercial fleets:
4. What is the total number of lease contracts in the Applicant's portfolio?
5. What % of the Applicant's lessees are rated:
% A Credit % C Credit
% B Credit % D Credit
6. Does the Applicant lease any units to any other entity related to their organization? Yes No
If yes, please explain:
7. How many lease terminations does the Applicant anticipate over the next twelve (12) months?
8. How many new leases does the Applicant anticipate over the next twelve (12) months?
9. What is the present Limit of Liability required for each lessee, according to the Applicant's current lease contract? \$

10. Does the Applicant understand that it is their responsibility (and a condition precedent to coverage) to maintain, in the Applicant's files, a valid certificate of insurance from the lessee's insurer? Yes No
11. Does the Applicant presently use an independent tracking service to follow up on certificates? Yes No
If yes, what company provides this service?
12. Does the Applicant understand that units leased for less than one year are not covered by Lessor's Contingent coverages? Yes No
13. Are vehicles leased to principal operators under 21 years of age? Yes No
14. Does the Applicant directly **market** to customers who will be operating vehicles used for ride sharing or transportation networks, such as but not limited to, Uber, Uber X or Lyft? Yes No
15. Does the Applicant deliver vehicles for lease prior to receipt of Certificate of Insurance? Yes No
If yes, does the Applicant verbally verify the lessee's coverage with their insurer? Yes No
16. Are all vehicles registered to the lessee? Yes No
If no, to whom are they registered?
17. How many units in the Applicant's fleet are over \$45,000 in value?
How many units in the Applicant's fleet are over \$75,000 in value?
18. Does the Applicant have plans to enter new states of operation or increase emphasis in certain states? Yes No
If yes, which states?
19. What is the term of the lease? Minimum Maximum
20. Does the Applicant accept any self insured lessee or governmental/postal lessee insured through the Federal Tort Act? Yes No
21. Does the Applicant offer a Primary Lease Program that includes insurance for the Lessee? Yes No
If yes, what carrier insures that primary program?
22. Does the Applicant perform the maintenance on the leased unit? Yes No
a. If yes, what percentage of the leased units does the Applicant perform the maintenance on? %
b. Does the Applicant have a Garage Liability or General Liability policy that provides coverage for maintenance on all work performed? Yes No
If yes: Carrier:
Liability Limit: \$
23. Indicate the current number of vehicles garaged in each state or attach the Applicant's summary or computer print out that includes this information:

State	# of Vehicles	State	# of Vehicles	State	# of Vehicles	State	# of Vehicles
AL		IN		NV		TN	
AK		IA		NH		TX	
AZ		KS		NJ		UT	
AR		KY		NM		VT	
CA		LA		NY		VA	
CO		ME		NC		WA	
CT		MD		ND		WV	
DE		MA		OH		WI	
DC		MI		OK		WY	
FL		MN		OR		PUERTO RICO	
GA		MS		PA		CANADA	
HI		MO		RI		TOTAL	
ID		MT		SC			
IL		NE		SD			

Check coverage desired:

Contingent Liability

Contingent Excess liability : Limit: \$

Contingent Physical Damage: 1000/1000 Deductibles 2500/2500 Deductibles

If this is a renewal policy, limits and coverages will be quotes as expiring. Any changes to the expiring Coverages/limits must be requested in writing.

SECTION III - INTERIM LIABILITY AND PHYSICAL DAMAGE

New business or Renewal – Complete separate Interim application

LESSORS CONTINGENT LIABILITY AND EXCESS LIABILITY LESSORS CONTINGENT PHYSICAL DAMAGE NOTICE OF EXCLUDED VEHICLES

- | | | |
|--|-----|----|
| 1. Are any of the units in the Applicant's fleet leased or used for the following purpose? | | |
| a. Commercial trucks with a GVW over 12,500 lbs.? | Yes | No |
| b. Taxicab, bus, limo service or other public livery use? | Yes | No |
| c. An emergency ambulance or a fire department or law enforcement agency auto? | Yes | No |
| d. As a driver education or training vehicle? | Yes | No |
| e. As a long haul public freight carrier? | Yes | No |

Please note that coverage for these vehicles is not provided in our standard policy.

BROKER OF RECORD AUTHORIZATION – The signing of this application does not bind the insured or the Insurance Company to renewal of this insurance. It is agreed that the information contained herein shall be the basis of the renewal contract should one be issued. It is further agreed that should any of the information or data provided herein change, or should the risk management procedures currently in place be modified or changed, the insured will notify the producer of such changes within ten (10) days thereof.

Insured's Signature

Date

Producer's Signature

Date

SECTION IV - SUPPLEMENTAL TRUCK/TRAILER CONTINGENT APPLICATION

- | | | |
|--|-----|-------|
| 1. Does the Applicant use their trucks and drivers to haul cargo for their company or other companies? | Yes | No |
| 2. Do any of the Applicant's leased units fall into these classifications/categories? | | |
| a. Tractor Trailers | Yes | No |
| b. Dump Trucks | Yes | No |
| c. Flat Bed or Stake Body | Yes | No |
| d. Refrigeration | Yes | No |
| e. Mobile Equipment | Yes | No |
| f. Dual Axle Drive | Yes | No |
| g. Tank Trucks | Yes | No |
| h. Petroleum Product Haulers | Yes | No |
| i. Waste Disposal or hazardous Material Haulers | Yes | No |
| j. Passenger Vans | Yes | No |
| 3. What is the <u>average</u> radius of haul of the Applicant's lease trucks? | | miles |
| What is the <u>maximum</u> radius of haul of the Applicant's lease trucks? | | miles |
| 4. Is the Applicant required to obtain PUC, ICC or other filings as owner of their lease trucks? | Yes | No |
| If yes, in what jurisdictions must the Applicant file? | | |
| 5. Does the Applicant lease to any companies hauling gasoline, oil, petroleum products, waste materials, or hazardous materials? | Yes | No |
| If yes, please describe. | | |
| | | |
| 6. What types of cargo are hauled by the Applicant's five (5) largest lease clients? | | |
| 7. How often are the Applicant's trucks serviced? | | |
| 8. Does the Applicant keep records of each truck's maintenance history? | Yes | No |
| 9. Does the Applicant employ mechanics to service their trucks? | Yes | No |
| If yes, does the Applicant service any trucks that they do not own or lease? | Yes | No |
| 10. Does the Applicant contract for service from a dealership or service company? | Yes | No |
| If yes, what company? | | |
| 11. What percentage of the Applicant's lease fleet are full-service leases? | % | |

FRAUD STATEMENT AND SIGNATURE SECTIONS

The Undersigned states that they/they are an authorized representative of the Applicant and declares to the best of their knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company * in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company

VIRGINIA APPLICANT: READ YOUR POLICY. THE POLICY OF INSURANCE FOR WHICH THIS 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.

FRAUD NOTICE STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH 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 SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). **(NOT APPLICABLE IN AL, AR, CA, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NY, OH, OK, PA, RI, TN, VA, VT, WA AND WV).**

APPLICABLE IN AL, AR, LA, MD, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND/OR CONFINEMENT IN PRISON (IN ALABAMA, MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF).

APPLICABLE IN CALIFORNIA: FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

APPLICABLE IN COLORADO: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN DISTRICT OF COLUMBIA: 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.

APPLICABLE IN FLORIDA ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

APPLICABLE IN KANSAS: 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, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

APPLICABLE IN KENTUCKY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSONS 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.

APPLICABLE IN MAINE: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN NEW JERSEY: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

APPLICABLE IN NEW MEXICO: 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.

APPLICABLE IN OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

APPLICABLE IN OKLAHOMA: 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.

APPLICABLE IN PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH 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 SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON: 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.

APPLICABLE IN VERMONT: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH 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 SUCH VIOLATION. THIS APPLIES TO AUTO INSURANCE.

NAME (PLEASE PRINT/TYPE)

TITLE
(MUST BE SIGNED BY THE PRESIDENT, BOARD CHAIR, CEO
OR EXECUTIVE DIRECTOR)

SIGNATURE

DATE

SECTION TO BE COMPLETED BY THE PRODUCER/BROKER/AGENT

PRODUCER
(If this is a Florida Risk, Producer means Florida Licensed Agent)

AGENCY

PRODUCER LICENSE NUMBER
(If this a Florida Risk, Producer means Florida Licensed Agent)

ADDRESS (STREET, CITY, STATE, ZIP)