



**MOTOR CARRIER APPLICATION FOR
TRUCKERS INSURANCE FOR
NON-TRUCKING LIABILITY AND VEHICLE PHYSICAL DAMAGE COVERAGE**

I. Policyholder Information*:

Applicant Name: _____
Address: _____

* If this Application is being completed for more than one Insured, the Additional Insureds are:

II. Situs State of Policy: _____

III. Monthly Rates: Non-Trucking Liability \$ _____ per scheduled unit
Vehicle Physical Damage _____ % x Total Insured Value / 12

IV. Proposal/Policy Number: _____

V. Policy Effective Date: _____

VI. Policy Termination Date: Continuous, subject to the Policy termination provisions

VII. Eligibility:

The following will be covered under the Policy:

Current list of Drivers on file with OneBeacon Yes N/A
Current list of Equipment on file with OneBeacon Yes N/A

VIII. Coverage:

Note: These coverages are subject to the terms, conditions, limitations and exclusions as stated in the Policy and in Section IX of this Application.

A. Non-Trucking Liability Coverage: Yes No

Combined Single Limit: \$ _____ Deductible: \$ _____

Uninsured Motorist: _____ Underinsured Motorist: _____ PIP: _____

B. Vehicle Physical Damage Coverage: Yes No Values = \$ _____

Deductible: \$ _____ Towing Limit: \$ _____

Loan Gap Special Equipment Personal Contents Glass Emergency
 Truck Rental Extended Repair

This Application is only a summary of policy coverages and limits. For further details, please review the policy forms and declarations. All coverages are subject to the policy terms and conditions. If there is a conflict between the coverage descriptions shown here and the actual insurance policy, the policy prevails. These coverages are underwritten by Atlantic Specialty Insurance Company, a member of the OneBeacon Insurance Group, whose executive offices reside at 601 Carlson Parkway, Minnetonka MN 55305.

IX. Exclusions and Limitations:

A. Non-Trucking Liability Exclusions:

Coverage does not apply to:

1. Loading/Unloading or Handling of People or Property - Bodily Injury or Property Damage arising out of the handling or loading or unloading of property or people
2. Motor Carriers
3. Intended or Expected Injury - Bodily Injury or Property Damage expected or intended from the standpoint of the Named Insured
4. Contractual Liabilities - Liability assumed under any contract or agreement unless liability coverage under this **Policy** would apply in the absence of such contract or agreement
5. Workers' Compensation - Any obligation for which the Named Insured or the Named Insured's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law
6. Employee Indemnification and Employer's Liability - Bodily Injury to any employee of the Named Insured or the spouse, child, parent, brother or sister of such employee, which occurs while such employee is driving a Covered Truck

This exclusion applies:

- a. whether the Named Insured may be liable as an employer or in any other capacity; and
 - b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.
7. Hired Persons - Bodily Injury to any hired person arising out of and in the course of the hired person's use of a Covered Truck
 8. Care, Custody or Control - Property Damage involving property owned or transported by the Named Insured or Policyholder in the Named Insured's care, custody or control
 9. Operation of Mobile Equipment - Bodily Injury or Property Damage arising out of the operation of any Mobile Equipment
 10. Completed Operations - Bodily Injury or Property Damage arising out of the Named Insured's work after that work has been completed or abandoned

In this exclusion, **Named Insured's** work means:

- a. Work or operations performed by the Named Insured or on his/her behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- Work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in the Named Insured's contract has been completed;
 - b. When all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site; or
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
11. Pollution - Bodily Injury or Property Damage or cleanup costs arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants
However, this exclusion does not apply to fuels, lubricants, fluids, or other similar Pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the Truck or its parts, if:
 - a. The Pollutants escape, seep, migrate, or are discharged, dispersed or released directly from a Truck part contained in a Truck that is designed by its manufacturer to hold, store, receive or dispose of such Pollutants; and
 - b. The discharge, dispersal, seepage, migration, release or escape of the Pollutants is caused directly by the upset, overturn or damage to a Covered Truck or attached Covered Trailer.
 12. War - Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war
War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

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13. Parades, Races, Contests - Any Covered Truck or attached Trailer while being operated, maintained or used in any parade, race, speed or pulling event or contest
Coverage also does not apply to road testing of any Covered Truck modified for speed purposes including driving to and from a race or speed event or contest.
14. Frozen Waterways - Any Covered Truck or attached Trailer while being operated on a frozen waterway
15. Nuclear and Radioactive Activities - Bodily Injury or Property Damage caused by any form of nuclear or radioactive contamination or exposure
16. Punitive Damages - Any Punitive Damage award made by a court, mediator, arbitrator, state or agency within the United States

Non-Trucking Liability Limits:

1. The most We will pay for the total of all damages resulting from any one Accident is the Combined Single Limit of insurance for liability coverage shown above in Section VIII. Coverage, for a single Covered Truck or Trailer.
2. All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident.
3. To the extent that coverage only applies under the Policy's "Minimum Conformance Provisions" then the most We will pay is the minimum amount required by the financial responsibility laws of such jurisdiction, and then only after all other valid and collectible insurance available to the Named Insured, or which would be available to the Named Insured in the absence of this coverage, has been exhausted.

B. Vehicle Physical Damage Exclusions:

Coverage does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown
2. Blowouts, punctures or other road damage to tires
3. Loss caused by declared or undeclared war or any act or condition incident to war
War includes civil war, insurrection, rebellion or revolution.
4. Loss caused by the explosion of a nuclear weapon or its consequences, or any radioactive contamination or exposure
5. Loss to items, personal property and equipment such as laptop computers, software and data, cell phones, microwave ovens, CB radios, tools, TV's, CD and video players not permanently installed and mounted in a Covered Truck
6. Loss of or damage to load securing equipment such as ramps, chains, tarps, side kits, stakes, binders or straps
7. Loss to fuel or fluids
8. Loss caused due to actions by or at the direction of the Named Insured and anyone acting at the direction of or on behalf of the Named Insured committed with the intent to cause a Loss
9. Loss caused by conversion, embezzlement or secretion by any person who had obtained lawful possession from the Named Insured, or someone on his/her behalf
10. Loss caused by radioactive, biological, (including decomposed humans or animals) or chemical contamination
11. Loss due to Diminution in Value
12. Loss caused by fungus or mold
13. Damage that results from loads that exceed a Trailer's load/weight specifications
14. Loss to a Covered Truck or Covered Trailer if the Truck or Trailer is left unattended for thirty (30) or more consecutive days. For purposes of this exclusion, unattended means a Truck or Trailer that has not been operated, inspected or serviced by the Named Insured or someone on his/her behalf
15. Loss caused due to operating a Covered Truck or Covered Trailer on frozen waterways

Vehicle Physical Damage Limits:

1. At Our option, We may:
 - a. pay to repair a damaged Truck and/or Trailer; or
 - b. pay to replace a damaged or stolen Truck and/or Trailer.

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2. The most We will pay for Loss is the lesser of the following amounts minus any applicable Deductible shown on the Declarations and the Certificate of Insurance:
 - a. the cost of repairing the damaged Truck and/or Trailer with parts of like kind or quality. If the parts used in a repair are superior to the parts damaged in a Loss, We may deduct an appropriate allowance for betterment;
 - b. the Actual Cash Value of the damaged or stolen Truck and/or Trailer at the time of Loss; or
 - c. the Stated Value, as shown on the Schedule and the Certificate of Insurance for such equipment.
3. The Deductible amount, if any, is stated above in Section VIII. Coverage. The Deductible will apply separately to each Loss. Only the Truck Deductible will apply if a Trailer is attached to a Truck, both units incur damage from the same Loss, and We insure both the Truck and Trailer.

IMPORTANT NOTICE:

Any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and (NY: substantial) civil penalties. (Not applicable in **CO, DC, FL, HI, MA, NE, OH, OK, OR, VT** or **WA**; in **LA, ME, TN** and **VA**, insurance benefits may also be denied.)

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 of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

In the **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.

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.

In **Hawaii**, for your protection, the law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

In **Kansas**, 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 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, commits a fraudulent insurance act.

In **Massachusetts, Nebraska, Oregon** and **Vermont**, any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

In **Minnesota**, any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

In **Ohio**, any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

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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.

In **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.

IN ORDER TO BIND COVERAGE, APPLICANT MUST HAVE COMPLETED AND SIGNED THE APPROPRIATE UM/UIM REJECTION/SELECTION FORM.

This Application is not a substitute for the Policy. If there is a conflict or inconsistency between this Application and the Policy, the Policy will govern.

When coverage is issued, this Application will be made part of the Policy.

I, the undersigned:

1. Declare that all information provided in this Application and any attachments hereto is true and correct. I understand that all information provided in this Application and any attachments hereto is material to Atlantic Specialty Insurance Company's decision to provide this insurance, and that insurance will be provided, at Atlantic Specialty Insurance Company's sole discretion, in reliance upon the truth of such information.
2. Understand and agree that the insurance applied for will not become effective until the Application for Occupational Accident Insurance coverage is signed, and the initial premium deposit, if applicable, is received; and
3. Agree that I will pay all premium due after the Effective Date of the insurance, including any premium which may accumulate between the Effective Date of the insurance and the date the Policy is issued.

Signature of Authorized Person: _____ Date: _____

Print Name: _____ Title: _____

On Behalf of Policyholder: _____

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