DELLWOOD Insurance

APPLICATION

FOR MOTOR TRUCK CARGO

1. Insured Name:
2. Doing Business As (DBA), if applicable:
3. ☐ Individual ☐ Corporation ☐ LLC ☐ Partnership
4. Mailing Address:
5. Terminal Address (if different to address given above)
6. Email Address:
7. Phone Number:
8. Website URL:
9. MC Number:
10. DOT Number:
11. Number of Years' Experience in the Trucking Business:
12. Number of Year's applicant has been in business:
13. Number of Years' Experience Hauling the Commodities Described on this application:
14. Radius of Operation from Garaging Address (in miles):
15. Unit Information:

Tractor Schedule				
Year	Make	Type	VIN	Value

☐ **Additional Tractors (Please use vehicle schedule extension page)**

16. Drivers

Drivers Schedule (Please note all drivers must be in line with the Driver Criteria)					
Driver Name	Date of Birth	License No. & State	No. of Years Experience	Violations	Accidents

☐ **Additional Drivers (Please use driver extension page)**

MOTOR TRUCK CARGO

17. Coverage Requested:

Cargo Deductible Requested:

☐ $1,000
☐ $2,500

Cargo Limit Requested:

- ☐ $100,000 any one unit, any one loss
- ☐ $150,000 any one unit, any one loss
- ☐ $250,000 any one unit, any one loss
- ☐ $ any one unit, any one loss

Do you require Trailer Interchange Insurance? Trailer interchange agreement required.
Trailer Interchange limit requested:

- ☐ $25,000 any one unit, any one loss.
- ☐ $30,000 any one unit, any one loss.
- ☐ $35,000 any one unit, any one loss.
- ☐ $40,000 any one unit, any one loss.
- ☐ $ any one unit, any one loss.

Refrigeration Breakdown Insurance requested? ☐ **Yes** ☐ **No**

Number of refrigeration units 10 years old or less:
Number of refrigeration units greater than 10 years old:

18. Commodity Schedule

IMPORTANT Do not use the term "General Merchandise, FAK, Freight of all kinds, Dry Freight, Consumer Goods OR General Freight." If more than one commodity is carried, give percentages of load.

NOTE: On-Hook cargo of any type is EXCLUDED

PLEASE NOTE: UNLESS OTHERWISE AGREED THE POLICY EXCLUDES LOSS OR DAMAGE TO THE FOLLOWING;

The following interests are EXCLUDED; Loss or damage to accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewellery and/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap and/or ingot form, furs, garments*, electronics*, alcohol, beer, wine, seafood unless canned, marijuana, firearms, over the counter pharmaceuticals, prescription pharmaceuticals, plants, flowers, perfume / cosmetics, bicycles, Segway's, hover boards, china, ceramics, turbines, aircraft parts and their components, copper and copper products, medical equipment, medical supplies, eyewear and optical goods, chemicals, hazardous materials, nuts and seeds, automobile airbags, seatbelts, restraint system,. machinery and equipment, solar panels, transformers, mineral slab products, computers, computer components, cell phones, tablets, laptops, game consoles, televisions, electronic display devices, ice cream and frozen dairy products, cheese, eggs, meat, poultry, coffee, coffee products, horticulture, film and other light sensitive property, metals coils, watercraft, mobile equipment, motorized vehicles (whether or not licensed for road use), tires, mobile homes, travel trailers, manufactured homes, on hook cargo of all types.

COMMODITY SCHEDULE

Commodity	%	Commodity	%	Commodity	%
Air Freight		Electrical Supplies		Pharmaceuticals - (over the counter)	
Appliances (Major)		Electronics		Petroleum Products	
Appliances (Small)		Feed		Oilfield Equipment	
Asphalt		Fertilizer		Photographic/Sound/Video (equipment)	
Auto accessories/parts (not tires)		Flour		Plastic Products	
Baked Goods		Frozen Food		Plumbing Supplies	
Batteries (excluding lithium)		Furniture (new)		Poultry	
Beverages - Beer		Garbage and Refuse		Printed Materials	
Beverages - Liquor		Gasoline		Produce (vegetables etc..)	

Beverages - Wine		Golf Carts		Rubber products (not tires)	
Bottles - Glass		Grain		Salt (in bulk)	
Bottles - Plastic		Gravel & Rock		Sand (in bulk)	
Boxes (empty)		Groceries		Seafood (fresh)	
Building Materials		Hardware		Seafood (frozen)	
Butter		Hay		Spas/Hot Tubs	
Candy		Household Goods Mover		Sporting Goods	
Canned Goods		Office Mover		Stationary	
Carpet		Iron		Steel	
Cement		Logs		Stone Products (not slab form)	
Chemicals		Lumber		Tar	
Garments		Machinery		Textiles	
Coal		Meat		Tires	
Construction Equipment		Medical Supplies		Tobacco	
Consumer Electronics		Metal Products (Finished)		Tools	
Containerized Freight (up to 500 miles)		Metals (non-ferrous)		Toys & Crafts	
Containerized Freight (500+ miles)		Milk & Cream		Transformers & Turbines	
Cotton		Mulch		US Mail	
Department Store Merchandise		Non-Alcoholic Beverages		Water (in tankers)	
Dry Groceries		Non-Refrigerated Plants, Shrubs & Trees		Wire	
Eggs		Office Products		Wood Products (other than furniture	
Electrical Equipment		Paper & Paper Products		Crude Oil	
Liquid Natural Gas		Other:		Other:	
Other:		Other:		Other:	

19. Loss Experience

Paid and outstanding loss information: Losses sustained by applicant during last 3 years showing details for each year separately and whether claims are from before or after any deductible. Please specify amount of deductibles.

If no losses in past 3 years please tick box ☐

Year	Deductible	Power Unit Count	Total Incurred Claims	Additional Claim Details	Line of Coverage

20. Fleet Historical

Please give details of your prior insurance (last three years is applicable):

Years	Carrier(s)	Deductible	Rate	Limit	Expiry Date(s)	Renewal Offered?
		$		$		
		$		$		
		$		$		

Vehicle Schedule Extension				
Year	Make	Type	VIN	Value

Drivers Schedule Extension (Please note all drivers must be in line with the Driver Criteria)					
Driver Name	Date of Birth	License No. & State	No. of Years Experience	Violations	Accidents

APPLICANT STATEMENT: I hereby authorize the insuring companies and/or its agents to obtain from the department of public safety a copy of my motor vehicle report for use in rating and/or underwriting the insurance for which I do hereby apply, and any renewal thereof. I understand that in obtaining a motor vehicle report a consumer reporting agency may be used by the insurer(s) and I do hereby authorize such use. I hereby certify that the named drivers listed on this application have authorized me to consent on their/his/her behalf for the insurer to obtain motor vehicle report(s) for rating and/or underwriting.

DECLARATION: I/We declare that they statements given on this form are true to the best of my/our knowledge and belief and that/We agree that if a policy is issued, this form shall be the basis of the contract and that any changes of my/our trade or trade practices shall be advised to underwriters who may at their discretion vary the terms and conditions of the contract. This Application shall attach to and become part of the policy, if issued, and all statements on this application will become warranties to the policy.

DELLWOOD Insurance

FRAUD NOTICE: Please Read Carefully!
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 fines and confinement in prison.

Additionally, before signing your application, please refer to the enclosed **State Fraud Notices** page to learn if your state requires additional language regarding insurance fraud.

DISCLAIMER: THIS IS NOT A BINDER OF COVERAGE, AND THIS DOCUMENT DOES NOT PROVIDE INSURANCE COVERAGE! This is an application for insurance only and does not guarantee coverage to anyone in possession of this document, nor should this document be relied upon by any person or entity as evidence of the existence of insurance coverage. The general coverage descriptions in the application are for information purposes only and are abbreviated. You will need to refer to the actual insurance policy, if issued, for a complete statement of all specific coverages, coverage amounts, terms, conditions, limitations and exclusions. If there is any conflict between the information contained within this application and the declarations, schedules, endorsements and other forms which comprise the insurance policy, if issued, then the declarations, schedules, endorsements, and other forms will prevail over this application. To obtain a complete policy, please contact our office.

I understand that hiring of acceptable drivers and the reporting of all drivers is a requirement of this insurance. Failure to do may result in cancellation of any policy issued and any loss disclaimed.

Applicant's Signature: Dated

(signed by an officer of the applicant with actual authority to bind that applicant)

Agency:

Address:

Phone:

Email:

FILING REQUEST

ANY MISSING OR INCORRECT INFORMATION ON THE BELOW FORM COULD RESULT IN A DELAY. PLEASE REVIEW THE FORM BEFORE SUBMITTING. **THIS FORM IS REQUIRED AT TIME OF BINDING.**

Insured Name:

Insured Mailing Address:

Terminal Address:

Requested Effective Date:

Policy Number:

STATE FILING REQUIRED:
☐ Yes ☐ No

Certificate Number:
CA MTR Number:
IL State Permit Number:

Acord 25 – FOR CA STATE FILINGS ONLY

The "Certificate of Insurance" must include:

- Policy insured name must match application/permit name including any and all DBAs.
- Agent's information.
- Insurer(s) affording coverage with NAIC number.
- Policies of Insurance which include, type of insurance, policy number(s), policy effective and expiration dates, and limits.
- List of Vehicle Identification Numbers (VIN) for each insured vehicle.
- The following information must be listed under the Certificate Holder:
-

  Bureau of Household Goods and Services
  4244 South Market Court, Suite D
  Sacramento, CA 95834
  bhgs.hhm.insurance@dca.ca.gov

- Signature of authorized representative.

FEDERAL FILING REQUIRED:
BMC-34
☐ Yes ☐ No

MC Number:
DOT Number:

PLEASE NOTE: ALL FILINGS ARE SUBJECT TO A FILING FEE. FILING FEES ARE BILLED UPON CONFIRMATION FILING HAS BEEN MADE. IT IS THE PRODUCER'S RESPOSIBILITY TO ADVISE THE INSURED OF THIS FEE. NO FEE WILL BE REVERSED IF THE FILING HAS BEEN ORDERED ON BEHALF OF THE INSURED.

STATE FILING NOTICE: IF INSURED CHANGES NAME OR ADDRESS A NEW FILING MUST BE REQUESTED. IT IS THE INSURED'S RESPONSILITY TO INFORM THE PRODUCER OF A NAME OR ADDRESS CHANGE.

FEDERAL FILING NOTICE: IF INSURED CHANGES NAME A NEW FILING MUST BE REQUESTED. IT IS THE INSURED'S RESPONSILITY TO INFORM THE PRODUCER OF A NAME CHANGE. THERE IS A $100.00 FEE IF A FILING NEEDS TO BE RE-SUBMITTED. **THE BELOW PERSONAL GUARANTY FORM MUST BE COMPLETED IF A FEDERAL FILING IS REQUIRED.

PERSONAL GUARANTY FOR REIMBURSEMENT OF INSURER'S PAYMENT OF DEDUCTIBLES OR EXCLUDED CLAIMS UNDER A GOVERNMENT-MANDATED FILING

WHEREAS, [BUSINESS ENTITY] is a motor carrier of household goods with licensing from the Federal Motor Carrier Safety Administration ("FMCSA"): U.S. DOT number _____ and docket number MC_____.

WHEREAS, [BUSINESS ENTITY] has applied to Dellwood Specialty Insurance Company ("Dellwood") to obtain cargo legal liability coverage.

WHEREAS, the below-identified Personal Guarantor understands and agrees that coverage under any policy that Dellwood may issue to [BUSINESS ENTITY] will be subject to that policy's terms, conditions, and exclusions, as well as any applicable deductibles and policy limits.

WHEREAS, the below-identified Personal Guarantor understands and agrees that federal law requires motor carriers of household goods to be in compliance with certain financial security requirements for the benefit of shippers and consignees and to make certain filings with the FMCSA or other federal authorities, including, without limitation, Form BMC-32, in order to evidence such compliance.

WHEREAS, the below-identified Personal Guarantor understands and agrees that because of the aforementioned government-mandated filings, including, without limitation, Form BMC-32, an insurer may have to pay claims involving motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of property that are not described in [BUSINESS ENTITY]'s insurance policy, or an insurer may have to pay claims would not have been obligated to make under the provisions of the policy, whether because the claim is within the insurance policy's applicable deductible amount or because the claim is an excluded claim, or for any other reason.

WHEREAS, the following individual undertakes to be the Personal Guarantor of [BUSINESS ENTITY] in order to secure the above payment contingencies:

Personal Guarantor	_____
Address	_____
Telephone No.	_____
Facsimile No.	_____
E-Mail Address	_____
S.S. or Taxpayer ID No.	_____

WHEREAS, in this Personal Guaranty for Reimbursement of Insurer's Payment of Deductibles or Excluded Claims Under a Government-Mandated Filing (the "Personal Guaranty"), the terms "I" and "my" refer to the Personal Guarantor. The term "Parties" means Dellwood and the Personal Guarantor.

NOW, THEREFORE, I agree as follows:

1. PERSONAL GUARANTY AND INDEMNIFICATION AGREEMENT. As an express condition precedent to Dellwood's grant of insurance coverage to [BUSINESS ENTITY], I agree to the following: In the event of [BUSINESS ENTITY]'s failure to make any of the below-described payments, I personally and individually guarantee to Dellwood that I agree to defend, indemnify, and hold Dellwood harmless against all payments that Dellwood is required to make (a) on any claims under [BUSINESS ENTITY]'s insurance policy that involve motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of property that are not

described in [BUSINESS ENTITY]'s insurance policy, or (b) on any claims that the insurer would not have been obligated to make under the provisions of [BUSINESS ENTITY]'s insurance policy, whether because the claim is within the insurance policy's applicable deductible amount or because the claim is an excluded claim, or for any other reason. I agree that upon Dellwood's written notification to me of any payment of any above-described claim, I will immediately reimburse Dellwood for such payment. I understand and agree that Dellwood is not required to first proceed against [BUSINESS ENTITY] prior to proceeding against me. This is a guaranty of payment and not of collection, and I waive any right to require that any action be brought against [BUSINESS ENTITY].

2. ATTORNEYS' FEES. In the event of a dispute among the Parties that arises out of or is in any way connected to this Personal Guaranty, directly or indirectly, the Parties agree that the prevailing party shall be entitled to recover its attorneys' fees and costs.

3. LAW AND JURISDICTION; MANDATORY VENUE. The Parties agree that all claims or disputes that arise out of or in any way connected to this Personal Guaranty, directly or indirectly, shall be determined under the law of the State of Arizona, and exclusively in the federal or state courts in Phoenix, Arizona, to the exclusion of all other courts, and the Parties agree to irrevocably submit to the personal jurisdiction of such courts, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

4. ENTIRE AGREEMENT. This Personal Guaranty is the Parties' final expression of their entire agreement relating to its subject matter. This Personal Guaranty supersedes any and all contemporaneous and prior oral and written understandings and agreements relating to the Personal Guarantor's liability to Dellwood. The Parties may only modify, alter, or amend this Personal Guaranty in writing signed by the Parties. Any unilateral attempt to modify, alter, or amend this Personal Guaranty shall be null and void.

5. PARTIAL INVALIDITY. If any provision of this Personal Guaranty shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of this Personal Guaranty shall be unaffected thereby, and remain in full force and effect.

[PERSONAL GUARANTOR]

_____
SIGNATURE

_____
PRINTED NAME

_____
DATE

DELLWOOD Insurance

STATE FRAUD NOTICES

Your policy application contains a general nationwide warning regarding insurance fraud. Additionally, the fraud warnings listed below are applicable in the states of AL, AK, AZ, AR, CA, CO, DE, DC, FL, ID, IN, KY, LA, ME, MD, MN, NH, NJ, NM, NY, OH, OK, OR, PA, RI, TN, TX, VA, WA, and WV. Please review prior to signing your application.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Alaska: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas: 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 fines and confinement in prison.

California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a 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.

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.

Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

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.

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.

Idaho: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Indiana: A person who knowingly and with intent to defraud an insurer who files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

Louisiana: 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 fines and confinement in prison.

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.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

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.

New York: General fraud warning — Any person who 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 an 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. Auto claims — 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, who 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 an insurance company, commits a fraudulent 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. Commercial claims — 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.

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.

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.

Oregon: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application or (2) by filing a claim containing a false statement as to any material fact thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

Pennsylvania: General fraud warning — 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. Motor vehicle insurance fraud warning — 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 payment of a fine of up to $15,000.

Rhode Island: 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 fines and confinement in prison.

Tennessee: 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.

Texas: Any person who knowingly presents a 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.

Virginia: 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.

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 may include imprisonment, fines, or denial of insurance benefits.

West Virginia: 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 fines and confinement in prison.