

Truckers Liability

Our product is designed to provide general liability coverage for a wide variety of trucking companies.



Eligible Risks:

Liability up to 50 units

Eligible types of companies include, but are not limited to:

- Coal haulers
- Construction equipment haulers
- Dry van transport
- Dump trucks
- Flatbed trucking
- General freight haulers
- Long haul trucking
- Produce haulers
- Sand and gravel haulers
- Refrigerated transport

Product Advantages:

- Liability rates based on units rather than payroll
- Liability coverage limits up to \$2,000,000/\$4,000,000
- Property limits up to \$10,000,000 per location (where available)
- No liability deductible
- Blanket waiver of subrogation and blanket additional insured coverages are available

Business Resource Center Advantages:

- Human resources services
- Pre-employment and motor vehicle reports
- Payroll services
- Marketing resources

Email submissions to commercial@devonparkspecialty.com

Claims Examples:

Property: A driver accidentally delivers components into the wrong bin at a manufacturing business and leaves the premises. The manufacturer runs the components through the wrong machine and damages the line of products causing \$2,700 in property damage.

Liability: A driver accidentally leaves boxes/debris on the ground after delivering merchandise and someone else trips and falls over the items incurring \$7,000 in medical bills and \$750 in lost wages.

Additional Advantages:

- Unsurpassed service with a sense of urgency and care
- Same-day or next-day business morning claims acknowledgement
- Carriers are members of the Berkshire Hathaway Company

Carrier:

Truckers Application

Complete in Addition to Acord Applications

Include four year's hard copy loss runs

APPLICANT'S NAME (INCLUDE DBA NAME): _____

Location address: _____

City: _____ State: _____ Zip: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Website address: _____ Social media websites: _____

Inspection contact name: _____ E-mail address: _____ Phone: _____

Audit contact name: _____ E-mail address: _____ Phone: _____

Form of Business: Individual Corporation Partnership LLC Other _____

Is the applicant a franchise? Yes No

Description of operations: _____

1. What year did the business start? _____
2. How many years has the business been at the current location? _____
3. Number of power units (include owned and leased power units): _____

GENERAL LIABILITY:

- | | | |
|---|------------------------------|-----------------------------|
| 4. Is there any appliance delivery or installation? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Is the applicant a residential or commercial mover (including piano moving or other specialty moving)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Does the applicant haul mix-in-transit, hot mix, bulk sealant or bulk dry cement? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Does the applicant own any pit, mine or quarry? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Does the applicant haul garbage, debris or refuse to a dump? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Will the applicant haul oversized loads? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Is there any hauling of hazardous materials or no permits/authority to haul hazardous material including but not limited to the bulk hauling of petroleum based products, chemicals, explosives, medical or laboratory waste, acids, alkalines or compressed gases? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 11. Are there any ice or snow treatment/removal services provided? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 12. Is there any loading, unloading or transfer of goods in Alaska, Louisiana, or West Virginia? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 13. Are there any operations involving the warehousing of goods of others? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 14. Is there any rental, leasing or loaning of vehicles or equipment to others? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 15. Is there any repair or servicing of vehicles or equipment of others? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 16. Is there any rigging? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 17. Are there any towing operations including flatbed towing operation (vehicle transport trucks that deliver vehicles to a dealer or auction would be eligible)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 18. Is there any use of unlicensed vehicles or mobile equipment (including attached machinery)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

PROPERTY:

19. What are the operations on premises? (check all that apply)
- | | |
|---|--------------------------------------|
| <input type="checkbox"/> General storage warehouse (no goods of others) | <input type="checkbox"/> Office |
| <input type="checkbox"/> Vehicle repair on premises (no vehicles of others) | <input type="checkbox"/> Other _____ |

20. Are all flammables stored in a fire resistive cabinet? Yes No
21. Are all gas pumps protected by vehicle or barrier stops? Yes No
22. For any building built prior to 1978, is 100 percent of the electric wiring on functioning and operating circuit breakers? Yes No
23. For any building built prior to 1978, is there any aluminum wiring or knob and tube wiring? Yes No
24. Are functioning and operational fire extinguishers available? Yes No
25. Are functioning and operational smoke and/or heat detectors in all units and/or occupancies? Yes No
26. Is smoking allowed in an automobile or gas pump area? Yes No
27. Is any interior or exterior portion of the building currently damaged by fire, water, wind/hail, or any other peril not specifically listed? Yes No

LOSS INFORMATION FOR THE PAST THREE YEARS:

28. Have there been any general liability, assault and battery and/or inland marine losses in the last three years? Yes No

If "Yes," please provide the following information on each claim.

Coverage Type	Assault/Battery?	Date of Loss	Description and measures in place to prevent future incidents	Paid	Reserved	Status
<input type="checkbox"/> Property <input type="checkbox"/> Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed
<input type="checkbox"/> Property <input type="checkbox"/> Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed
<input type="checkbox"/> Property <input type="checkbox"/> Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	\$	<input type="checkbox"/> Open <input type="checkbox"/> Closed

Please provide additional claims or information on a separate sheet.

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and 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.

Colorado Fraud Statement: 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.

Florida Fraud Statement: 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.

Kansas Fraud Statement: 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; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

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

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma Fraud Statement: 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 Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky, Pennsylvania AND Ohio Fraud Statement: 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.

Tennessee, Virginia and Washington Fraud Statement: 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.

Fraud Statement (All Other States): 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days' notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip _____

The signer of this Application acknowledges and understands that the information provided herein is material to the Company's acceptance of the risk and issuance of the requested policy. The signer of this Application represents that the information provided herein is true and correct in all matters. Any changes in the information represented in this Application occurring prior to the effective date of a policy shall be promptly reported to the Company in which case, the Company has the right to modify or withdraw any quote or binder issued based on such changes. The Company has the right but not the obligation to investigate any representation(s) in this Application. A decision by the Company not to investigate shall not estop the Company from relying on this Application in issuing a policy. It is agreed that this Application and any material submitted therewith, including but not limited to any supplemental Application(s), shall be the basis of any policy that is issued.

Applicant's signature: _____ Title: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____