

INSYST | Insurance Systems & Solutions, Inc. 303 Broadway St., No. 104-148 Laguna Beach, CA 92651 Tel (949) 313-7808 underwriting@insystinsurance.com www.insystinsurance.com Cal. License No. OK64510

Insurance Application for California AUTO DEALER Risk

This Application must be completed by the company owner, authorized principal or designee ("Applicant") on behalf of the entity for whose benefit insurance is being requested.

1. Producer Contact Information

Producer Name:		
Contact:	Phone:	Ext.
Email:	Website:	

2. Applicant Contact Information

Applicant Name:			
dba(s):			
Business Form:	FEIN/SSN:		
Mailing Address:	Unit No.:		
City:	State:	Zip:	
Contact:	Phone:		Ext.
Email:	Website:		
Is this address where the	e Applicant also conducts garage operations?	Yes No	

3. Insurance History

List all insurance policies carried over the past three (3) years, if applicable:

(Start with expiring (or most recent) policy)

Check if no p	ior insurance:	Requested Effective Date:		
Exp. Date	Carrier Name	Policy No.	Liability Limit	Premium
			\$	\$
			\$	\$
			\$	\$

4. Loss/Claim History

Check if no prior claims:		
Date of Loss	Description of Loss	Amount Paid Status
		\$
		\$
		\$

Notes:

(For each additional location, use

5. General Operations Information:

1.	Does the Applicant utilize a vehicle maintenance plan?	Yes	No
2.	Does the Applicant perform vehicle safety inspections?	Yes	No
3.	Does the Applicant service vehicles other than those owned by the Applicant?	Yes	No
4.	Is the Applicant or any owner, officer or employee under the age of 21?	Yes	No
	- If 'Yes', complete, sign and attach the " <i>Named Driver Exclusion</i> " page.		
5.	How many years has the Applicant owned this business?		
6.	How many years of experience in the auto sales industry?		
7.	Is the Applicant's Owner married?	Yes	No
8.	Does the Applicant's owner read and speak English?	Yes	No
	-If 'No", does someone translate insurance documents for the Applicant?	Yes	No
9.	Does the Applicant check MVRs on new hires?	Yes	No
10.	What is the AVERAGE wholesale price of vehicles sold by the Applicant?		
11.	What is the HIGHEST wholesale price of vehicles sold by the Applicant?		

12. List the percentage of the Applicant's Gross Receipts from the sale or service of the following:

Autos	Light Trucks	Large Trucks	Motor Homes	Motorcycles	TOTAL
%	%	%	%	%	= 100%

6. Location Information: Location No.:

1	D	lease provide the following information for thi	is Location	"	AUTO DEALER	Multi-Location Addendum").
1.		Is this Location address the same as the App		ing Addre	ess?:	O Yes O No
		- If "No", please state the physical address w		-		
		Street Address:		Unit	No.:	
		City:	State:	Zip C	ode:	
	C.	Is this Location RENTED/LEASED?				O Yes O No
	D.	Is the Landlord for the Location named as an	Additional I	nsured? -		O Yes O No
		- If 'Yes', please provide the following Landlo	ord informat	ion:		
		Landlord Name:				
		Street Address:		Unit	No.:	
		City:	State:	Zip Co	ode:	
2.	Aı	re there any large cracks or potholes in the pay	vement of th	ne Locatio	n?	O Yes O No
3.	Aı	re there any open or obvious slip/trip and fall I	hazards at th	ne Locatio	on?	O Yes O No
4.	D	oes the Applicant keep any pets at the Locatio	n?			O Yes O No
5.	D	oes anyone live at the Location?				O Yes O No
6.	Aı	re there any underground tanks at the Locatio	n?			O Yes O No
7.	Aı	re the windows at the Location protected with	i bars or gate	es?		O Yes O No
8.	Aı	re there deadbolt locks on the doors at the Loo	cation?			O Yes O No
9.	ls	the Location lot lighted at night when closed f	for business i	?		O Yes O No
10	. W	/hat is the MAXIMUM number of vehicles at th	ne Location l	ot at any	one time?	
11	. W	here are inventory vehicles kept:				
	- [During business hours?				
	- [During non-business hours including nighttime	e?			

12.	Does the Applicant own or use a tow-truck in the business?	O Yes C) No
	- If yes, does the Applicant perform contract towing?	O Yes C) No
	If yes, is towing only incidental to the repair business?	O Yes C) No
13.	Does the Applicant have a car hauler/trailer?		
-	If yes, what is the vehicle capacity?		
14.	Does the Applicant rent or lease vehicles?	O Yes C) No
15.	Does the Applicant allow anyone to take a customer vehicle for personal use?	O Yes C) No
16.	Are customers allowed to drive vehicles unaccompanied by		
	Applicant or employees?	O Yes C) No
17.	Does Applicant allow use of vehicles by customers without a		
	signed Loan Car agreement?	O Yes C) No
18.	Does Applicant allow the use of vehicles without proof of insurance?	O Yes C) No
19.	Does the Applicant carry workers compensation insurance?	O Yes C) No
20.	Does the Applicant sell, service repair or maintain racing vehicles?	O Yes C) No
21.	Does the Applicant modify vehicles not in accordance with		
	manufacturer specifications?	O Yes	O No
	- If yes, does the modifications involve installation of lift kits?	O Yes	O No
22.	Does the Applicant engage in the involuntary repossession of vehicles?	O Yes	O No
	- If yes, does the Applicant use a licensed repossession company?		
23	Does the Applicant sell or install used tires?	O Yes	O No
24	Does the Applicant specialize in the selling of any particular vehicle make or model?	O Yes	O No
25	- If 24, above, is 'yes', what type of vehicle does the Applicant normally sell?		
26	. Does the Applicant buy or sell vehicles through the internet?	- O Yes	O No
27	If 26, above, is 'yes', does the Applicant release title to vehicles sold <u>before</u> OR <u>after</u>		
	being transported? O E	Before O	After
28	Does the Applicant ONLY use licensed, insured and bonded transport carriers for		
	vehicles that are bought or sold between states?	• O Yes	O No
	 If NO, how are the vehicles transported to the destination? 		
29	. Does Applicant allow employees to use inventory vehicles for personal use?	- O Yes	O No
30.	Does the Applicant loan vehicles?	- O Yes	O No
	- If yes, please describe to whom vehicles are loaned and the reason:		
31	. Is the Applicant engaged in any other business?	Yes	No
	- If yes, please describe the other business.		-
32.	Does the Applicant secure the keys to vehicles after hours?	- Yes	No
	- If yes, please describe the manner and method used to secure vehicle keys after after	er hours.	

A. Garage Liability			
Garage Liability	Aggregate	Liability Deductib	le Medical Pay
Uninsured Motorist	# of Dealer Plates	Completed Operati	ons Pollution Coverage
B. Additional Dealer C	overages		
E&O - Fed. Odom./Title/Trut	th in Lending Damage	to Rented Premises	Liability Endorsements
Requested Not Rec			,
·			Drivers must be listed as <i>Furnished Vehicle</i> in
Driver Other Car Coverage	Coverages (Limi	ts same as Liability)	Sec 8, below "Personnel & Non Employee"
Requested Not Rec	juested Liability	UM/IM	1.
Available only to Owners, Partners		Phys. Damage	2.
Spouses) and Majority Shareholder	'S		3.
C. Garage Keepers			4.
Limit of Liability	Al	Perils Deductible	Garage Keepers Type

7. Coverage Information: Location No.:

D. 1. Dealer's Physical Damage

Physical Damage Limits	(Sym. 31 Comp & Coll.)	All Perils Deductible	False Pretense
Lot Fully Fenced		Fence Type	
Yes No)		
2. Driveaway Collisi	on Requested	Not Requested	
Autos Per Trip	Trips Per Year	Miles from Auction 1-way (Est.)	Cost New

3. Types of Autos and Interest in These Autos

Types of Autos (Check boxes if applicable)

Interests Covered

4. Loss Payee

Loss Payee (For Dealer's Physical Damage Only)			Address		
Yes	No	Name:			
		Address:			
		City:	State:	Zip:	

8. Personnel and Non-Employee (at this location ONLY): Location No.:

		Α.	Personnel Full Name	DOB n/dd/yy)	Status	Hour	S	License No.	Vehicle Fu	ırnished
	1.					FT	РТ		Yes	No
	2.					FT	РТ		Yes	No
	3.					FT	РТ		Yes	No
	4.					FT	РТ		Yes	No
ļ	5.					FT	РТ		Yes	No
6	5.					FT	РТ		Yes	No
-	7.					FT	РТ		Yes	No
8	3.					FT	РТ		Yes	No
9	9.					FT	РТ		Yes	No
10).					FT	РТ		Yes	No
11	L.					FT	РТ		Yes	No
12	2.					FT	РТ		Yes	No
13	3.					FT	РТ		Yes	No
14	l.					FT	РТ		Yes	No
15	5.					FT	РТ		Yes	No

(For additional personnel, complete and attach: "Auto Dealer-Additional Personnel Addendum")

9. A. Property Coverage: Location No.:

Building No.

(Note: each building at the Location must be separately disclosed and rated)

C	Coverage	Limits	Cause of Loss	Deductible	e			
	Building:)		Bldg. Con	struction:		
	Contents:			>	Bldg. Sq	. Footage:		Sq. ft.
Βι	ıs. Income:		J		Bldg. Co	onst. Year:		
Out	door Signs:				Number	of stories:		
					Central Stati	on Alarm:	O Yes	O No
1.	Required: Prot	ection Class:						
2.	Does the Build	ing have a woo	od shake roof?				O Y	es O No
3.	Are there any f	⁻ ire hazards (ga	as pumps, OPEN fu	uel containe	rs) at Location?		O Y	es O No
4.	Are there oper	able and tagge	d fire extinguishe	rs mounted	and easily			
	available in the	e Building?					O Y	es O No
5.	Are there "No	Smoking" sign	s clearly posted w	here combu	stibles			
	are stored in th	ne Building?					O Y	es O No
6.	Is there an auto	omatic sprinkle	er system in the B	uilding?			O Y	es O No
7.	Are there smol	ke or fire alarm	ns in the Building?	1			O Y	es O No
8.	What is the co	ndition of the l	Building?		O Excelle	nt O Good	O Fair	O Poor
9.	What is the co	ndition of the i	neighborhood?		O Excelle	nt O Good	O Fair	O Poor
10.	Date of last up;	grades to the f	ollowing:	Wir	ing Heating	Plumbin	ig Ro	of

B. Additional Interests in Property:

Check if there are NO additional interests in the Property:

Interest No 1: Location No.:					
Description of Interest	Address				
	Name:				
Reference/Loan No.	Street:				
	City:	State:	Zip:		

Interest No 2: Location No.:

Description of Interest		Address		
	Name:			
Reference/Loan No.	Street:			
	City:		CA	Zip:

10. Scheduled Vehicles Location No.:

VEHICLE NO. 1			
Year:	Make:	Model:	VIN:
Radius:	Cost New:	Body Type:	License No.:
COVERAGES			
Liability Limits		Liability Deductible	Comp. & Collision
Comp. & Collision Deduct	tible	Med Pay	UMBI
comp. & consider bedde		ivicu i uy	
VEHICLE NO. 2			
Year:	Make:	Model:	VIN:
Radius:	Cost New:	Body Type:	License No.:
COVERAGES			
Liability Limits		Liability Deductible	Comp. & Collision
		,	
Comp. & Collision Deduct	tible	Med Pay	UMBI
	tible		
	tible		
Comp. & Collision Deduct	tible		
Comp. & Collision Deduct	tible Make:		
Comp. & Collision Deduct		Med Pay	UMBI
Comp. & Collision Deduct VEHICLE NO. 3 Year:	Make:	Med Pay	UMBI VIN:
Comp. & Collision Deduct VEHICLE NO. 3 Year: Radius:	Make:	Med Pay	UMBI VIN:

11. Named Driver Exclusion

The insurance for which you are applying DOES NOT provide insurance to anyone under the age of 21 including any child of the insurance Policy Holder if that child is under 21 years of age. Accordingly, the Applicant, on behalf of the Policy Holder, MUST list below ALL persons that reside with the insurance Policy Holder. If the insurance Policy Holder is a corporation or partnership, the Applicant, on behalf of the insurance Policy Holder, MUST list ANY and ALL persons (including ALL minor children and employees) that reside with ANY and ALL officers, directors, employees, shareholders or partners of the Policy Holder. The persons listed will be EXCLUDED from coverage under the insurance policy. All persons who are age 15 or over (including any unmarried offspring or any person away at school or in the Armed Forces) will be excluded from coverage under the insurance policy, including a defense, unless the insurance carrier agrees in writing to provide insurance coverage to these persons. The Applicant, on behalf of the Policy Holder, understands and agrees that any coverage afforded by the insurance policy, including any duty to defend, shall not apply nor accrue to the benefit of any insured or third party claimant while any motor vehicle is being used or operated by any natural person listed below. These limitations shall apply to any use or operation of a motor vehicle, including the negligent or alleged negligent entrustment of a motor vehicle, to any person listed below.

	Full Name	DOB (mm/dd/yy)	License No	Status	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

(For additional people, complete and attach: "Dealer Risk-Additional Named Driver Exclusion")

I have read the above and understand that my signature on this document means that I agree that any person listed above is EXCLUDED from any and all coverage under this insurance policy, including uninsured motorist and underinsured motorist coverage, while a vehicle is being operated, used, loaned or maintained by the excluded person named in this document, above. Further, I understand and agree that this exclusion from coverage applies to this insurance policy and/or any and all continuations of the insurance policy, including but not limited to, renewals, lapses, reinstatements or replacements of this insurance policy. I also certify and warrant that I speak, read and write sufficient English to fully understand this Agreement and this Application.

Name:	Title:
Signature:	Date:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Program Reauthorization Act of 2015 (Pub. L. 114-1, 129 Stat. 3) [TRIPRA 2015], that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an Individual or individuals acting on behalf of any person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United State Government by coercion. Coverage under your existing policy may be affected as follows:

ANY IN-FORCE TERRORISM EXCLUSIONS FOR ACTS OF TERRORISM, AS DEFINED IN THE ACT ALREADY CONTAINED IN YOUR POLICY OR INCLUDED IN AN ENDORSEMENT ARE NULLIFIED AS OF NOVEMBER 26, 2002.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

[X] I hereby elect to have the <u>exclusion</u> for terrorism coverage reinstated. I understand that <u>I will have no coverage</u> for losses arising from acts of terrorism that were previously excluded

Policy Holder/Applicant Signature

Print Name

Date of Signature

REJECTION OF ALL UNINSURED/UNDERINSURED MOTORIST COVERAGE

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

I SELECT **\$60,000** of Uninsured/Underinsured Motorist Coverage.

I SELECT **\$30,000** of Uninsured/Underinsured Motorist Coverage.

I WAIVE Uninsured/Underinsured Motorist Coverage entirely.

Applicant's Signature:	Date:
Print Name:	Title:

12. Agreement of Insurance Applicant

(This document MUST be read and fully understood by the Applicant prior to signature.)

Applicant Name:	
dba(s):	("Applicant")

- 1. I fully understand and agree that absolutely NO INSURANCE coverage whatsoever is applied for other than the insurance coverage that I have requested in this Application. I further understand and agree that absolutely NO INSURANCE coverage is effective until such insurance coverage is accepted and bound by the insurance company and payment is made for such insurance.
- 2. I understand, agree and <u>warrant</u> that all of the information provided by me and my insurance broker in this Application (as well as any information provided by either me or my broker that is related to this Application) is true and correct. I further understand and agree that if any of the information provided in this Application is not true then any and all insurance coverage will be void from the effective date of the insurance coverage.
- 3. I also fully understand and agree that if any of the information provided to the insurance company in this Application (as well as any information provided by either me or my broker that is related to this Application) turns out to be false, my insurance policy may be canceled or rescinded at any time at the option of the insurance company.
- 4. I also fully understand and agree that this insurance is NOT meant to cover to any driver under 21 years of age and that drivers under 21 years of age ARE EXCLUDED FROM COVERAGE under the insurance, even if I hire or utilize the services of anyone under the age of 21.
- I have read and understood this entire Application as well as the statements made in this Application.
 I read and understand English.
- 6. All of the statements in this Application are EXPRESS WARRANTIES made by me, the Applicant, and relate to the past, present or future. The Application is attached and is fully incorporated into the policy of insurance.
- 7. My signature below authorizes any and all of my prior insurance companies to release all of my prior insurance and claims information to INSYT Insurance Systems and Solutions, Inc. on behalf of the insurance company upon presentation of a copy of this Agreement.

Applicant's Signature:	 Date:	
Print Name:	 Title:	

13. Agreement of Insurance Broker

- 1. I warrant that all of the information contained in this Application was obtained from the Applicant after I asked the Applicant for the information.
- 2. I understand and agree that any and all unsigned Applications will be refused for binding and that no insurance coverage will be in force.
- 3. I understand and agree that no coverage is bound until such time as I receive written confirmation of binding and an assigned policy number.

Broker's Signature:

Print Name:

Date: ____

Title: