

Application for Rental Autos & Trucks – Short Term (Hour, Day or Week)

New England Excess Exchange, Ltd.
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COLUMBIA INSURANCE COMPANY
NATIONAL FIRE & MARINE INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY
NATIONAL INDEMNITY COMPANY OF MID-AMERICA
NATIONAL INDEMNITY COMPANY OF THE SOUTH
NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Policy Term From: _____ To _____

1. Name of Applicant _____
2. a. Address of Applicant _____
(Number) (Street) (City) (County) (State) (Zip Code)
- b. Address where vehicles are garaged if different than address of applicant _____
3. Applicant is: Individual Partnership Corporation
4. Is this your primary business? Yes No If no, explain _____
_____ Years experience in this business _____
5. Coverage to be effective from _____ to _____
6. Person to contact for inspection (name and phone number) _____
7. Is this a new operation? Yes No Is your operation currently for sale? Yes No Seasonal in nature? Yes No
8. Has this business ever operated under any other name? Yes No If yes, show previous name and address _____

9. Give estimate of financial worth \$ _____ Gross receipts last year _____ Estimate for coming year _____
10. Have you filed for bankruptcy within the last 5 years or do you contemplate doing so? Yes No If yes, provide details _____

11. Have you under this name or any other name been insured with any of the above-listed companies? Yes No If yes, explain: _____

DESCRIPTION AND AREA OF OPERATIONS

12. Number of Short-Term Rental Vehicles:
Private Passenger Autos _____ Pick-Ups _____ Trucks _____ Tractors _____ Semi-Trailers _____ Trailers _____
Cargo Vans _____ Passenger Vans _____ Others (specify) _____
13. Percentage of private passenger vehicles rented to: Personal _____ % Military _____ % Commercial _____ %
Insurance Replacement _____ %
14. Are any vehicles rented for 1 month or more? Yes No If yes, submit details (which units, to whom, term of rental or lease):

15. Are vehicles ever leased with drivers? Yes No If yes, attach complete list of drivers, vehicle(s) they drive, age of driver, license number, and chargeable accidents during past three years.
16. **Leasing Agreements:** Attach copy of each type of rental or lease agreement used.
17. What is average term of rental? _____ days
18. What are your rules for selecting renters or lessees? _____

19. What is minimum age of persons permitted to rent vehicles? _____ Are additional drivers permitted? Yes No
If yes, how are they qualified? _____
20. Do you ask what the vehicle will be used for and where it will be driven? Yes No
21. Percent Cash Rental _____ % Percent Credit Card _____ % If cash rental, how do you qualify renter? _____
22. Do you use an on-line service giving subscribers credit, driving & criminal history? Yes No If yes, who? _____
23. Are written counter practice procedures furnished to all counter personnel? Yes No If yes, attach copy.
24. Are you named as additional insured on renter's policy on any vehicles rented? Yes No Explain _____
25. Do you require liability insurance from the rentee? Yes No Explain _____
26. Do you obtain a certificate of liability insurance on any vehicles rented? Yes No Explain _____
27. Do you rent or lease vehicles from others? Yes No If yes, explain _____
28. Are any vehicles rented on a "Rent It Here - Leave It There" basis? Yes No
29. Is applicant required to file evidence of insurance with any state regulatory authority or any other authority? Yes No
If yes, specify _____
30. Do you have your own repair shop? Yes No If yes, what kind of repairs are made? _____
31. Are rental contracts pre-numbered? Yes No
32. How often are rental vehicles serviced? _____

COMPLETE QUESTIONS 33-36 FOR COMMERCIAL VEHICLES ONLY

33. Percentage of business derived from renting vehicles to individuals hauling their own personal goods or effects _____ %
Businesses _____ %
34. Are vehicles rented to trucking firms (truckers hauling for hire)? Yes No If yes, _____ %
35. Will you rent vehicles to be used to carry passengers for hire? Yes No
36. Are any vehicles rented to hazardous material haulers? Yes No If yes, explain _____

PREVIOUS INSURANCE CARRIER AND LOSS EXPERIENCE

37. Provide prior insurance carriers information for past full three years. List in order with most recent carrier first.

Policy Term		Insurance Company Name	Policy Number	Number of Motor Powered Vehicles	Number of Accidents	Premium		Total Amount Claims Paid & Reserves			
From	To					Liab	Phys Dam	BI	PD	Coll	Other
/ /	/ /										
/ /	/ /										
/ /	/ /										

38. Have you ever been declined, cancelled or non-renewed for this kind of insurance? Yes No If yes, date and why _____
39. Is any applicant aware of any facts or past incidents, circumstances or situations which could give rise to a claim under the insurance coverage sought in this application? Yes No If yes, provide complete details _____

INSURANCE NEEDS & SCHEDULE OF VEHICLES

40. COMPLETE FOR DESIRED COVERAGES BY INDICATING LIMITS OF INSURANCE

Combined Single Limit BI & PD	Liability			Uninsured Motorists			Underinsured Motorists			Medical Payments	Personal Injury Protection	Physical Damage
	Split Limits			Single Limit Each Accident	Split Limits		Single Limit Each Accident	Split Limits				
	Bodily Injury		Property Damage		Each Person	Each Accident		Each Person	Each Accident			
Each Person	Each Accident	Each Accident										

41. Liability limits for rentee: BI Each Person \$ _____ BI Each Accident \$ _____
 PD Each Accident \$ _____ Or Combined Single Limit BI & PD \$ _____

42. SCHEDULE OF AUTOS/VEHICLES TO BE COVERED (If more than 8, attach additional schedule with information below)

Auto No.	Year Model	Trade Name	Body Type**	Serial No. (S) Vehicle ID No. (VIN)	Anti-Theft Devices Yes or No	Air- bags Yes or No	Licensed Weight*	Anti- Lock Brakes Yes or No	Lift or Lift Gate Yes or No	Dual Rear Axles Yes or No	Estimated Annual Mileage	Maximum Radius of Operations (miles)
1												
2												
3												
4												
5												
6												
7												
8												

*Licensed Weight – Gross Vehicle Weight (GVW) weight of vehicle and load or Gross Combined Weight (GCW) weight of vehicles and load.

**Body Type: PPT Priv. Pass. Type PIC UP Pick Up TNK TK Tank Truck FLT TR Flat Trailer Other (specify) _____
 JEEP Jeep BOM TK Boom Truck OTH TK Other Truck STK TR Stock Trailer _____
 PSS VN Pass. Van CRN TK Crane/Truck TRACT Tractor TNK TR Tank Trailer _____
 CRG VN Cargo Van DMP TK Dump Truck BX TR Box Trailer UTL TR Utility Trailer _____

COMPLETE THESE SPACES ONLY IF PHYSICAL DAMAGE COVERAGE DESIRED

Auto No.	Town & State Where Principally Garaged	Use*	Original Cost New of Chassis, Body & Equipment	Date Purchased Mo/Yr	Cost When Purchased	Value of Vehicle Excluding Permanently Attached Special Equipment	Value of Permanently Attached Special Equipment	Specified Causes of Loss		Collision	
								Amount of Insurance	Deductible	Amount of Insurance	Deductible
1											
2											
3											
4											
5											
6											
7											
8											

* Enter one or more of the following initials to indicate use of each auto.

RI - Rented to Individuals RT - Rented to Truckers ST - Non-Rental Business Service Truck
 RB - Rented to Businesses BA - Non-Rental Business Auto O - Other (describe) _____

43. **ANY LOSS PAYEES?** Yes No If yes, indicate for which vehicle(s) and give name and address of loss payees _____

**EXPLANATION AND OFFER OF ADDITIONAL COVERAGES:
SUPPLEMENTARY UNINSURED/UNDERINSURED
MOTORISTS (SUM) INSURANCE**

NEW YORK

I. EXPLANATION OF THE DIFFERENCE BETWEEN STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGES

Under New York law you must buy **either** Statutory Uninsured Motorists Coverage or Supplementary Uninsured/Underinsured Motorists (SUM) Coverage, which includes the Statutory Uninsured Motorists Coverage. This section is an advisory explanation of the primary differences between these two types of coverages, but is not intended to be a substitute for a complete review of both coverages. If there is any conflict between the policy and this explanation, the provisions of **your** policy apply. If you have any questions regarding this information, please contact your agent, insurance company, or the New York Insurance Department for further explanation.

TYPE 1: STATUTORY UNINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorists Coverage compensates you, or other persons insured under your motor vehicle insurance policy, for amounts that you, or your passengers, may be legally entitled to collect as damages for bodily injury or death from an accident caused by an owner or operator of an **uninsured motor vehicle**. An uninsured motor vehicle is a motor vehicle that either has no liability insurance coverage or is operated by a hit-and-run driver. In order to drive your automobile upon the roads of this State, you **must** obtain this coverage as your **minimum limits**.

If someone is injured as a result of an accident with an uninsured motor vehicle, your Statutory Uninsured Motorists coverage can pay up to \$25,000 for each person injured, with a \$50,000 maximum for each accident. If someone is killed as a result of such an accident, your Statutory Uninsured Motorists Coverage can pay up to \$50,000 for each person killed, with a \$100,000 maximum for each accident resulting in death to two or more people. These limits are the **only** limits you can obtain under Statutory Uninsured Motorists Coverage.

Statutory Uninsured Motorists Coverage will pay for bodily injury or death only if the car accident happens **in-state**, that is, in the State of New York.

TYPE 2: SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) INSURANCE COVERAGE

You have the right to purchase additional limits of insurance coverage, called Supplementary Uninsured/Underinsured Motorists (SUM) Insurance Coverage. This coverage provides you, or other persons insured under your motor vehicle insurance policy, with the Statutory Uninsured Motorists Coverage (described above) plus additional coverages, which may provide you with a greater degree of protection.

SUM Coverage, similar to Statutory Uninsured Motorists Coverage, provides you, or other persons insured under your motor vehicle insurance policy, for amounts that you, or your passengers, may be legally entitled to collect as damage for bodily injury if there is an accident. Here, in contrast however, you have the opportunity to choose the amount of **uninsured motorists** coverage desired (from an offering from the insurance company which is provided below). Additionally, since there is a possibility of an accident occurring between you and an **underinsured motorist**, SUM insurance can provide you with "underinsured" coverage, which is coverage for an accident between you and a car that has bodily injury liability insurance that is less than your own bodily injury liability limits that you have on your own car. However, please note that the SUM coverage cannot exceed the limits of the third-party liability coverage that you have on your own car.

Also, SUM Coverage provides coverage for bodily injury or death for not only in-state accidents, but also **out-of-state accidents**.

IMPORTANT SUM NOTICE:

For purposes of further clarification, New York law requires that the following explanation, as provided in 11 NYCRR 60-2.1, be provided to you in this notice:

- A policyholder should consider purchasing SUM coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:
 - (1) may have no insurance whatsoever; or
 - (2) even if insured, is only insured for third-party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third-parties.

- By purchasing SUM coverage, which cannot be purchased in an amount exceeding the amount of third party liability coverage purchased, the policyholder and any insured under the policy can:
 - (1) be protected for bodily injury to themselves, up to the limit of the SUM coverage purchased; and
 - (2) receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

- The maximum amount payable under the SUM coverage shall be the policy's SUM limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

EXAMPLES:

As provided in 11 NYCRR 60-2.2, the following examples (using the per person limits) illustrate the proper application of SUM coverage:

(1) Example One:

Insured's Bodily Injury Damage	\$300,000
Insured's Liability Limit.....	\$500,000
Insured's SUM Limit.....	\$250,000
Other Motor Vehicle Liability Limit	\$25,000

Note: In this example, the insured has purchased the maximum amount of SUM coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM coverage for a total recovery of \$250,000.

However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM coverage from the insured's own insurer.

But, if the owner or operator of the other motor vehicle was not negligent, the insured would receive no SUM payments.

(2) Example Two:

Insured's Bodily Injury Damages \$100,000
Insured's Liability Limit..... \$25,000
Insured's SUM Limit..... \$25,000
Other Motor Vehicle Liability Limit \$25,000

Result: Insured recovers \$25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the SUM coverage, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and SUM limits were both \$50,000, the insured would collect another \$25,000 in SUM coverage from the insured's own insurer.

(3) Example Three:

Insured's Bodily Injury Damages \$60,000
Insured's Liability Limit..... \$100,000
Insured's SUM Limit..... \$100,000
Other Motor Vehicle Liability Limit \$50,000

Result: Insured recovers \$50,000 from the other negligent motor vehicle owner or operator and \$10,000 under the SUM coverage, which is the difference between the amount of the insured's SUM coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

(4) Example Four:

Insured's Bodily Injury Damages \$150,000
Insured's Liability Limit..... \$100,000
Insured's SUM Limit..... \$100,000
Other Motor Vehicle Liability Limit \$25,000

Result: Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000 in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the other negligent motor vehicle owner or operator and \$50,000 under the SUM coverage.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover \$25,000 from the negligent motor vehicle owner or operator and would then receive \$75,000 in SUM coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.

II. SELECTION – Please indicate your choices below:

- I reject Supplementary Uninsured/Underinsured Motorists Coverage and wish to purchase only Statutory Uninsured Motorist (UM) Coverage.

Statutory UM Limit

Premium

- I wish to purchase Supplementary Uninsured/Underinsured Motorists Coverage (SUM) at the following split limit (limits listed are "per person / per accident"); indicates my selection:

Split Limits SUM Offer

Premium

- I wish to purchase Supplementary Uninsured/Underinsured Motorists Coverage (SUM) at the following combined single limit; indicates my selection:

Combined Single Limit SUM Offer

Premium

III. ACKNOWLEDGEMENT OF APPLICANT

I acknowledge that I have read, or have had read to me, the above explanations and offers of SUM coverage. I have indicated whether or not I wish to purchase the coverages in the selection section. I understand that the above explanations of these coverages are intended only to be brief descriptions of SUM coverage.



SIGNATURE

NAMED INSURED



DATE

THE CHOICES AND OPTIONS INDICATED ABOVE WILL CONTINUE IN FORCE AND EFFECT UNTIL WRITTEN REPLACEMENT NOTICE IS RECEIVED BY THE COMPANY OR ITS REPRESENTATIVE.

SIGNATURE IS ALSO REQUIRED ON LAST PAGE OF APPLICATION

NEW YORK OPTIONAL BASIC ECONOMIC LOSS (OBEL) NOTICE

Optional Basic Economic Loss (OBEL) coverage is being offered to you as an enhancement of the Basic No-Fault coverage you are presently required to purchase. But before we describe this coverage, we would like to advise you what benefits Basic No-Fault coverage does and does not provide.

No-Fault coverage, otherwise known as Personal Injury Protection or "PIP" coverage, pays for expenses incurred by persons injured in a motor vehicle accident. This coverage does not pay to repair damage to your automobile.

Basic No-Fault, which you are required by law to purchase, provides coverage of up to \$50,000 per person in benefits for:

1. all necessary doctor and hospital bills and other health service expenses, payable in accordance with fee schedules established or adopted by the New York State Insurance Department; and
2. 80% of lost earnings up to a maximum monthly payment of \$2,000 for up to three years following the date of accident; and
3. up to \$25 per day for a period of one year from the date of the accident for other reasonable and necessary expenses the injured person may have incurred because of an injury resulting from the accident, such as the cost of hiring a housekeeper or necessary transportation expenses to and from a health service provider; and
4. a \$2,000 death benefit, payable to the estate of a covered person, in addition to the \$50,000 coverage for economic loss described above.

No-Fault benefits will be reduced by other benefits that are payable under Workers' Compensation, Social Security Disability, New York State Disability, and certain employer "wage continuation" plans where an employee does not lose any future sick leave benefits.

OPTIONAL COVERAGE AVAILABLE

In addition to Basic No-Fault Coverage, you may also purchase OBEL coverage that will pay certain expenses, up to \$25,000, above the Basic No-Fault limit of \$50,000. OBEL coverage is different from other coverages in that a claimant can select the kinds of benefits to be paid under OBEL.

If you purchase OBEL coverage and if it appears likely that a claimant will use up the Basic No-Fault coverage, your insurer will send the claimant a form for the claimant to choose what expenses the \$25,000 in OBEL coverage will be used to pay. Under No-Fault, a claimant could include you, family members, passengers in your car, or pedestrians, if injured in an auto accident.

The claimant will be able to choose one of the following four OBEL options and thereby direct the insurer to pay expenses for:

1. basic economic loss, whether health care expenses, loss of earnings from work, or other reasonable and necessary expenses;
2. loss of earnings from work;
3. psychiatric, physical or occupational therapy and rehabilitation; or
4. a combination of options 2 and 3.

The additional \$25,000 of OBEL coverage will be used only for costs incurred under the chosen option, which, once selected, the claimant cannot change.

If you have any questions, please contact your company or agent.

MUST BE SIGNED BY THE APPLICANT PERSONALLY

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the **Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.**

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the Interstate Commerce Commission requires a special endorsement to be attached to the policy which increases Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation, a corporate officer has signed below).

Will premium be financed? Yes No If yes, with whom _____

Witness Applicant's Signature Date

TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE

Is this direct business to your office? _____ If not, explain: _____

Is this new business to your office? _____ If not, how long have you had the account? _____

How long have you known applicant? _____

REQUEST TO COMPANY GENERAL AGENT:

- Please quote
- Please bind at earliest possible date and issue policy
- Please issue policy effective _____ Coverage was bound by _____
(Time and Date Bound by General Agent) (Name of Person in Company General Agent's Office Binding Coverage)

Applicant's Representative's Name and Address Phone No.