

TEXAS

Motorcycle & Recreational Vehicle Dealers Garage Application (Motorhomes not included)

Horner Insurance Services, Inc.
5101 Wheelis Drive
Suite 214
Memphis, TN 38117
(901)684-4570 FAX: (901)684-4565

COLUMBIA INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY
NATIONAL FIRE & MARINE INSURANCE COMPANY
NATIONAL LIABILITY & FIRE INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY OF THE SOUTH
NATIONAL INDEMNITY COMPANY OF MID-AMERICA

Policy Term From: _____ To: _____

GENERAL INFORMATION

1. Named Insured Information (please select one):

- | | Name | "dba" (if applicable) |
|--------------------------|-------------------|-----------------------|
| <input type="checkbox"/> | Corporation _____ | _____ |
| <input type="checkbox"/> | Partnership _____ | _____ |
| <input type="checkbox"/> | Individual _____ | _____ |
| <input type="checkbox"/> | Other _____ | _____ |

2. Business (physical) address: _____

3. Mailing address: _____

4. Website address: _____

5. Are you the owner of this business location? Yes No

If no, does owner of premises need to be named as additional insured? Yes No

If yes, please provide owner's complete name. _____

6. Description of operation: _____

7. Type of Operation:

- Franchised Dealer Non-Franchised Dealer Repair Shop Service Station

8. Please check those items below that are part of your dealer operation:

- | | % of
Operation | | % of
Operation |
|--|-------------------|--|-------------------|
| <input type="checkbox"/> Mobile Homes | _____ | <input type="checkbox"/> Camper Trailers (pull type) | _____ |
| <input type="checkbox"/> Trailers | _____ | <input type="checkbox"/> Boats | _____ |
| <input type="checkbox"/> Motorcycles | _____ | <input type="checkbox"/> Snowmobiles | _____ |
| <input type="checkbox"/> All Terrain Vehicles | _____ | <input type="checkbox"/> Golf Carts | _____ |
| <input type="checkbox"/> Lawn & Garden Vehicles | _____ | <input type="checkbox"/> Motorhomes | _____ |
| <input type="checkbox"/> Jet Skis/Waverunners | _____ | <input type="checkbox"/> Internet Sales of ATVs,
Motorcycles, etc. (incl. eBay) | _____ |
| <input type="checkbox"/> Internet Sales of Parts/Accessories | _____ | <input type="checkbox"/> Other | _____ |
| <input type="checkbox"/> Go Karts | _____ | | |

9. Person to Contact:

For inspection (name & phone number) _____

For accounting records (name & phone number) _____

10. Current management has controlled the business since _____ (year) and has been in this type of business since _____ (year)

11. Is this a new venture? Yes No

12. (a) **PREVIOUS 3 YEARS' INSURANCE EXPERIENCE**

Policy Term	Insurance Company Name	Premium	Description of Loss (if any)	Loss Date	Amount Paid

(b) Have you ever been cancelled or non-renewed for this kind of insurance? Yes No If yes, explain _____

(c) Are you aware of any facts or past incidents, circumstances or situations which could give rise to a claim under the insurance sought in this application? Yes No If yes, provide complete details _____

13. (a) List major owners/shareholders, management:

Name Years with Company % of Ownership

(b) What is estimated net worth of the business? _____ (c) Gross receipts last year? _____

(d) How many autos did you sell in the past year? _____

14. Has this business entity ever filed for bankruptcy? Yes No

Date Filed _____ Date Released _____

15. Do you accept units on consignment? Yes No If yes, _____% of operation

If yes, is value of consigned units included in garagekeepers limit? Yes No

Please enclose copy of current consignment agreement.

16. Plates Held by Applicant (indicate number held): _____ Dealer _____ Transporter

_____ Repairer _____ Other

List plate identification numbers assigned by the state: _____

Are plates attached to owned autos? Yes No Describe _____

Are plates attached to tow trucks? Yes No Describe _____

COVERAGE INFORMATION

17. **Limits of Liability and Coverage(s) Requested (check desired coverage and insert limits)**

I. LIABILITY

<input type="checkbox"/> Bodily Injury & Property Damage Liability (Property Damage Liability Subject to \$100 Deductible Completed Operations)	Each Accident \$ _____ (Combined Single Limit)	Aggregate (Garage Operations Only) \$ _____ (Maximum Aggregate Limit - 2 Million)
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If liability coverage is desired, please also complete the following:

Limited Liability for Customers
OR (state permitting designate choice)
 Unlimited Liability for Customers

AND

Passenger Hazard Included
OR (state permitting designate choice)
 Passenger Hazard Excluded
 Personal Injury Protection (state permitting)

List All Locations to be Covered for Bodily Injury and Property Damage Liability

Location No. 1 Address	Location No. 3 Address
Location No. 2 Address	Location No. 4 Address

II. UNINSURED/UNDERINSURED MOTORIST

UNINSURED/UNDERINSURED MOTORIST COVERAGE			
Single Limit	Split Limits		
	Bodily Injury		Property Damage
	Per Person	Per Accident	Per Accident

III. GARAGEKEEPERS COVERAGE

NOTE: In-tow or on hook coverage is excluded from garagekeepers coverage

SPECIFIED PERILS and Collision **OR** COMPREHENSIVE and Collision (available on direct primary basis only)
(pick one of the following)

Legal Liability
 Direct Primary

GARAGEKEEPERS DEDUCTIBLE: \$500 Deductible Per Auto
 \$1,000 Deductible Per Auto
 \$2,500 Deductible Per Auto
 \$5,000 Deductible Per Auto

18. List All Business Locations to be Covered for Garagekeepers Coverage

Loc. No.	Garagekeepers Limit	Garagekeepers			
		Average Value Per Auto	Maximum Value Per Auto	Average # of Autos	Maximum # of Autos

IV. DEALERS PHYSICAL DAMAGE *Non-Reporting Form Only, 80% Co-Insurance Clause Applies

Specified Causes of Loss (select desired deductible)

- \$500 \$1,000 \$2,500 \$5,000

AND

Collision (select desired deductible)

- \$500 \$1,000 \$2,500 \$5,000

List All Business Locations to be Covered for Dealers Physical Damage Coverage

Loc. No.	Dealers Physical Damage Limit	Dealers Physical Damage			
		Average Value Per Auto	Maximum Value Per Auto	Average # of Autos	Maximum # of Autos

Any loss payees? Yes No If yes, give name and address of loss payee _____

19. AUTOS USED IN CONNECTION WITH GARAGE OPERATION

(No Coverage Afforded for Specific Autos Unless Autos are Scheduled on the Policy and Assessed Premium Charge)

Vehicle #	Model Year	Vehicle Make & Model	Vehicle Identification Number	Gross Vehicle Weight (GVW)	Body Type (pickup, sedan, etc.)	Maximum Radius of Operation	Garaging Location (city, state)	Current Vehicle Value	Physical Damage Deductible	Is a plate permanently attached? Y or N
1										
2										
3										

Check desired coverages for scheduled autos and/or plates:

Liability (must match the garage liability limit)

UM Limit (policy level) \$ _____

Medical Payments Limit

(must match the garage medical payments limit)

Physical Damage

(select type for each unit on which coverage is desired)

Unit #1: Specified Perils/Collision **OR** Comprehensive/Collision

Unit #2: Specified Perils/Collision **OR** Comprehensive/Collision

Unit #3: Specified Perils/Collision **OR** Comprehensive/Collision

Is in-tow desired? Which units? _____

In-Tow Limit: _____

In-Tow Deductible: _____

RATING INFORMATION

20. PROVIDE TOTAL NUMBER OF EMPLOYEES IN EACH OF THE FOLLOWING CATEGORIES:

CLASS I EMPLOYEES

Definitions:

- (A) Proprietors, Partners, Executives Active in the Business _____
- (B) Sales Persons _____
- (C) General Managers _____
- (D) Service Managers _____

Number

- (E) Other Employees Whose Principal Duty is Driving Garage Vehicles or Who are Furnished Garage Vehicles _____
- (F) Other Employees or Operators Whose Duty is Driving Garage Vehicles for Delivery or Drive-Away _____
- (G) All Other Employees _____

Number

COMPLETE ALL SECTIONS BELOW:

Owner & Employee Driver Information

Loc. No.	Name	*Job Duty or Job Title	Full Time (FT) **Part Time (PT)	Date of Birth	State Where Licensed	Drivers License #	Number of Accidents	Number of Violations	Explain

*Insert letter from above definitions

**Part Time = less than 20 hours per week

CLASS II EMPLOYEES (NON-EMPLOYEES)

Complete for all non-employee drivers defined as follows:

- (1) Any inactive proprietor, inactive executive or inactive partner to whom a covered auto has been furnished. _____
- (2) Any active or inactive proprietor's, executive's or partner's household member to whom a covered auto has been furnished. _____
- (3) List all members of your household who are 14 years of age and older regardless of whether licensed or operating vehicles. _____
- (4) Any other persons furnished an auto. _____

Number

List all non-employees as defined above:

Name	Date of Birth	If Member of Household. Show Relationship	State Where Licensed	Driver License #	Number of Accidents Last 3 Years	Number of Violations Last 3 Years	Explain

UNDERWRITING INFORMATION

21. Is the operation in question 6 your primary operation? If not, explain _____ 21. Yes No
22. Do you sell or distribute butane, propane, other liquefied gas under pressure or ammonium nitrate? 22. Yes No
23. (a) Do you sell tires? _____% of receipts New Tires _____% Used Tires _____% 23. (a) Yes No
 (b) Do you recap or retread tires? (b) Yes No
24. Do you install and/or repair trailer hitches or 5th wheel connections? If yes, _____ % of operation 24. Yes No
25. Do you hold a salvage dealer license or operate a salvage yard? 25. Yes No
26. Do you salvage units for resale? 26. Yes No
27. Do you dismantle units for the purpose of re-sale of parts? If yes, _____% of operation 27. Yes No
28. Do you weld gas tanks? 28. Yes No
29. If you sell motorcycles, please complete the following: 29. Yes No
 (a) Do you sell motorcycles with engine size less than 50ccs? (a) Yes No
 (b) Are these motorcycles required to be licensed for road use? (b) Yes No
 (c) Is a motorcycle license required to operate these motorcycles? (c) Yes No
 (d) Do you modify motorcycles that you sell? If yes, explain. _____ (d) Yes No
 (e) Do you assemble motorcycle kits? If yes, in what country are the kits manufactured? _____ (e) Yes No
30. (a) Are customers allowed to test drive units overnight? 30. (a) Yes No
 (b) Are customers required to wear a helmet during test drives? (b) Yes No
31. Do you sell parts? 31. Yes No
 Gross receipts from parts sold but not installed: _____
 Used Parts _____% New Parts _____%
32. Do you sell accessories (e.g., helmets, gloves, shirts, jackets)? 32. Yes No
 Gross receipts from accessory sales: _____
33. Do you have automatic car washes on location? (\$500 deductible applies) 33. Yes No
34. (a) Do you spray paint at your business location? 34. (a) Yes No
 (b) If yes, do you use a paint booth meeting Underwriters Laboratories (UL) standards? (b) Yes No
35. (a) Do you loan units to customers? 35. (a) Yes No
 (b) Do you lease autos (including PPTs, trucks, motorcycles, ATVs, etc.)? (b) Yes No
36. Do you rent units to customers while their units are left for service repair? 36. Yes No
37. Do you furnish units to anyone? 37. Yes No
38. Do you sponsor any racing events? 38. Yes No
39. **PREMISES**
 Where are the units held for sale stored (in building, open lot, etc.)? _____
 If open lot, is lot floodlighted? 39. Yes No
 Are attendants or night watchmen employed? Yes No
 Is there an alarm system? If yes, what kind? _____ Yes No
 Is lot fenced? Yes No
 If yes, describe (e.g., chained, posts 4 feet apart) _____
 Are keys locked when stored after hours? Yes No
 Where are keys kept? Explain. _____
 Are customers permitted in the service area? Yes No
 How many service bays do you have? _____ Any service pits? If so, how many? _____
 Do you have fire and smoke alarms? Yes No
 Do you have fire extinguishers? Yes No
 Are firearms kept on premises? Yes No
 Do you occupy all of the premises? Yes No
 Do you lease part of premises to others? If yes, to whom? _____ Yes No
 Is your operation located at your private residence? Yes No
 If yes, do you have homeowners or renters insurance? Yes No

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 Federal Highway Administration requires a special endorsement to be attached to the policy which increases the 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 Agency's Office Binding Coverage)

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

**UNINSURED & UNDERINSURED MOTORIST COVERAGE
SELECTION/REJECTION FORM
Texas**

Texas Insurance Code §1952.101 permits any insured named in the policy to reject Uninsured & Underinsured Motorist Coverage (UM/UIM Coverage) in its entirety or to select a limit lower than the limit for Liability Coverage in the policy, but not less than minimum financial responsibility limits. Uninsured & Underinsured Motorist Coverage provides insurance for the protection of persons insured under the policy who are legally entitled to recover damages from the owners or operators of uninsured and underinsured motor vehicles because of bodily injury, sickness, disease, death, or property damage resulting therefrom.

To be certain that your policy is issued correctly, please indicate your choice of the options available by an "X," then sign, date, and return this form as acknowledgement of your choice. The options that you requested for Uninsured & Underinsured Motorist Coverage are reproduced below. These options determined your policy premium, but you may change them. Changing these options may result in changes to your premium. Please contact your agent to request changes.

- I reject Uninsured & Underinsured Motorist Coverage in its entirety.
- I elect to purchase Uninsured & Underinsured Motorist Coverage at the following limits that do not exceed my policy's Liability Coverage Bodily Injury and Property Damage limits:

Bodily Injury per person: _____

Bodily Injury per accident: _____

Property Damage per accident*: _____; or

Combined Single Limit _____

* Property Damage Uninsured Motorist Coverage is subject to a \$250 deductible.



Signature of Named Insured



Date

UNTIL YOU ADVISE US OTHERWISE IN WRITING, YOUR CHOICE INDICATED ABOVE WILL CONTINUE REGARDLESS OF ANY CHANGE TO YOUR AUTO COVERAGE—INCLUDING THE ADDITION OF COVERED AUTOS OR AN INCREASE IN LIABILITY LIMITS—AND WILL BE CARRIED FORWARD TO ANY CONTINUATION, RENEWAL, REINSTATEMENT, SUPPLEMENTAL OR REPLACEMENT POLICY.

PERSONAL INJURY PROTECTION COVERAGE REJECTION FORM
Texas

Named Insured: _____
Policy Number (if assigned): _____

In accordance with Texas Insurance Code § 1952.152, which permits the insured named in the policy to reject the Personal Injury Protection (PIP) Coverage, the undersigned **rejects** such coverage.

 _____

Signature of Named Insured

 _____

Date

UNTIL YOU ADVISE US OTHERWISE IN WRITING, YOUR CHOICES INDICATED ABOVE WILL CONTINUE REGARDLESS OF ANY ADDITION OR CHANGE IN AUTO COVERAGE ON YOUR CURRENT POLICY OR ADDITION OF ANY SCHEDULED AUTOS.