



3D STAR INSURANCE SERVICES, INC.

1509 Washington Avenue; Suite 620; Saint Louis, MO 63103

FOOD DELIVERY APPLICATION FOR EXCESS COMMERCIAL AUTO LIABILITY

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| <p>1. NAMED INSURED & MAILING ADDRESS:</p> <p><input type="checkbox"/> See Accord Application <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORP. <input type="checkbox"/> PART. <input type="checkbox"/> OTHER: _____</p> | <p>2. LOCATION ADDRESS (If different from mailing):</p> <p><input type="checkbox"/> See Accord Application PHONE NO.: () _____</p> |
| <p>TYPE OF COVERAGE SOUGHT: <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned <input type="checkbox"/> Owned (excess of underling only)</p> | <p>REQUESTED EFFECTIVE DATE:</p> |
| <p>LIMIT OF LIABILITY <input type="checkbox"/> \$100,000. CSL <input type="checkbox"/> \$500,000. CSL <input type="checkbox"/> \$1,500,000. CSL <input type="checkbox"/> \$300,000. CSL <input type="checkbox"/> \$1,000,000. CSL <input type="checkbox"/> _____</p> | <p>Need a Quote: <input type="checkbox"/> Excess of driver's insurance policy. <input type="checkbox"/> Excess of a primary policy held by this Applicant. Primary Limit: Primary Carrier:</p> |

OPERATION DELIVERS: Pizza Chinese Food Other _____

Applicant is an: Independent Franchise of: _____

Number of years in business: _____ Number of years experience: _____

Annual Delivery Receipts Last Year: \$ _____
 Annual Delivery Receipts Coming Year: \$ _____
 Total Annual Receipts: \$ _____
 Total Number of Owned Vehicles: # _____

Prior Carrier: _____
 Limit: _____
 Ded/SIR: _____
 Premium: _____

of Full Time Drivers: _____ # of Part Time Drivers: _____

Number of Locations: One, Shown Above, OR # _____ listed below:

Five (5) Years Loss History for Hired and Non-owned Auto: _____
Five (5) Years Loss History for Owned Autos: _____

DRIVER QUALIFICATIONS

What auto liability limits are the drivers required to maintain? _____

Do you have driver requirements: NO YES (ATTACH COPY)
 Do you have a driver safety program: NO YES (ATTACH COPY)

APPLICANT AGREES TO THE FOLLOWING DRIVER CRITERIA:

- Driver's MVR's are checked at least every six months and at initial hire to confirm eligibility under insurance policy.
- Driver's auto liability insurance is checked at least every six months and at initial hire to confirm at least minimum financial responsibility limits are held and current.
- All vehicles driven on behalf of the Insured meet the state's safety requirements.
- Driver must be at least 18 & with a minimum 2 years U.S. driving experience.
- Driver must have no more than two moving violations in 36 months and one at fault accident.
- No major traffic citations or incidents in last 7 years.

I UNDERSTAND THAT I MAY ONLY EMPLOY A DRIVER THAT MEETS THE ABOVE DRIVER CRITERIA.

DATE: _____ SIGNATURE: _____ :APPLICANT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL RESTRICTIONS FOR THE OPERATION OF AUTOMOBILES

The Named Insured has made the following disclosures as a part of the application for the insurance afforded by this policy:

The Named Insured has a high "turn over" of drivers in his/her business; and/or,
The Named Insured must rely on retail delivery of his/her product.

In reliance upon the application for the insurance afforded by this policy and with the understanding of the above disclosures by the Named Insured, the Named Insured and the Company have agreed as follows:

NO INSURANCE IS AFFORDED BY THIS POLICY IF THE NAMED INSURED FAILS TO COMPLY WITH THE FOLLOWING CONDITIONS LISTED ON BOTH PAGES OF THIS ENDORSEMENT:

1. The Named Insured agrees to cooperate with his/her Insurance Agent in screening all drivers or prospective drivers who will be called upon to operate an automobile on behalf of the Named Insured; and,
2. The Named Insured agrees the screening referred to in the foregoing paragraph will include the review of each driver's or prospective driver's automobile driving record as published by the home "state" of the prospective driver every six months or, in the case of a new driver before the prospective driver drives on behalf of the Named Insured; and,
3. The Named Insured agrees that no driver or prospective driver will be allowed to operate an automobile on behalf of the Named Insured if said driver or prospective driver does not have a valid automobile driver's license and an insurance ID card or some other form of acceptable proof of financial responsibility for the operation of a motor vehicle; and,
4. The Named Insured agrees that no driver or prospective driver will be allowed to operate an automobile on behalf of the Named Insured if said driver or prospective driver has any one or more of the following citations, violations, accidents, or combinations thereof.

VIOLATIONS

No more than two moving violations in 36 months and one at fault accident;

No major traffic citations or incidents in the past 7 years. Major Citations are as follows:

- ❖ Driving Under the Influence
- ❖ Driving While Impaired
- ❖ Driving in Possession of Alcohol or Drugs
- ❖ Refusal to submit a blood, urine, or breath test
- ❖ Driving with a suspended or revoked license

- ❖ A Felony in which a vehicle is used. (i.e. Vehicular Manslaughter, Vehicular Homicide, Vehicular Assault, Hit & Run, eluding a peace officer)
- ❖ Reckless Driving
- ❖ Careless Driving
- ❖ Driving over 100 MPH; Speed Contest; Racing
- ❖ Driving 35 MPH or more ABOVE the posted speed limit

5. **OTHER CONSIDERATIONS:** The Named Insured agrees that no driver or prospective driver will be allowed to operate an automobile on behalf of the Named Insured if the said driver or prospective driver does not comply with the following:

- ❖ Driver must be at least 18 years of age with a minimum of two years U.S. driving experience and hold a valid drivers license for the residing state.
- ❖ If the driver has a violation for driving without current vehicle registration, a current license, or current insurance; then that driver must have the insurance checked every 3 months for 2 years.
- ❖ All vehicles driven on behalf of the Insured meet the state's safety requirements.
- ❖ No driver shall under any circumstance carry passengers in/on the vehicle during deliveries.
- ❖ A driver charged with any *MAJOR* citation will be suspended from driving duties until all charges have been dismissed or a judgment is entered in favor of the driver. Until this is resolved, the driver may not drive.
- ❖ Any driver observed driving in an unsafe manner or driving an unsafe vehicle will be barred immediately from driving duties.

6. The Named Insured agrees he/she does not advertise to the buying public or stipulate to his/her drivers that the delivery be accomplished within a specified time of receiving an order.

7. The Named Insured agrees he/she/or appointed party will keep accurate records of delivery receipts.

8. The Named Insured agrees that no driver or prospective driver shall be permitted to operate a cellular telephone or other similar device while operating an automobile on behalf of the Named Insured. If driver has a need to use such device in the course of performing his or her duties, the driver should utilize a hands free device or exit the roadway and park the vehicle to make a call. Any driver caught in non-compliance of this policy may be terminated or placed in a non-driving role.

I have read this SPECIAL RESTRICTION OF COVERAGE in its entirety and agree on behalf of all insureds, to comply with all of its terms and conditions:

**_____
Signature of Insured or Officer of Insured Entity**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL SELF INSURED RETENTION PROVISIONS

Notwithstanding any provision of the SELF INSURED RETENTION PROVISIONS to the contrary:

1. For each "accident", the limit of insurance applicable to the insured's COMMERCIAL AUTO COVERAGE "self-insured retention" will be the limit shown on Item 4. of the Declarations page.
2. The obligations of the Named Insured for the Self Insured Retention will be handled by the following Third Party Administrator ("TPA") engaged and compensated by the Named Insured, and approved by us before such engagement:

Name, Address, Phone Number
Group 4 Consulting, Inc.
1450 'B' Enea Circle, Suite 400
Concord, CA 94520
Ph: (925) 674-3275 Fax: (925) 609-1069
Email: BobRoy@Group4consulting.com

3. Any change of TPA will require prior approval by us. Once approved, such change will be endorsed onto the policy.

I understand and agree to the above and certify that I am authorized to do so on behalf of the Named Insured.

Signature

Name and Title

Date