



FAIRVIEW
INSURANCE AGENCY
ASSOCIATES

**FAIRVIEW INSURANCE EQUIPMENT DEALER PROGRAM
BROKER SUBMISSION GUIDELINES/PACKET**

PROGRAM CONTACT:

Cheryl A. Graham
cgraham@fairviewinsurance.com
1930 E. Marlton Pike, #C-16
Cherry Hill, New Jersey 08003
PH: 800.452.5376

ALL SUBMISSIONS SHOULD BE SENT TO: submissions@fairviewinsurance.com

BROKER GUIDELINES:

1. **We do not entertain broker submissions from the following states:**
 - a. New Jersey
2. **Policy Binding Requirement:** Deposit check made payable to FAIRVIEW INSURANCE AGENCY ASSOCIATES.

Mailed to:

Patricia Holmes
Fairview Insurance Agency Associates
25 Fairview Avenue, Verona, New Jersey 07044
PH: 800.372.2558 Ext. 1121
pholmes@fairviewinsurance.com

3. Brokers **DO NOT** have authority to issue certificates of insurance, but are allowed to issue auto ID cards for their accounts. Certificates of insurance must be requested to our main office OR you can issue through our **client portal on our website** via CSR24. Registration information will be given to you upon binding.
4. **Broker of Record** letters are recognized after 10 days to allow the incumbent Broker to respond. After the 10-day period, the new Broker will be recognized and will take over the servicing of the account from that date forward; however, the original broker will continue to receive their commissions until the account expires/renews.



BROKER CHECKLIST FOR SUBMISSIONS

ALL SUBMISSIONS REQUIRE AT LEAST A 60-DAY LEAD TIME AND MUST BE COMPLETE! INCOMPLETE SUBMISSIONS WILL NOT BE DELIVERED TO THE CARRIER UNTIL ALL REQUIRED DOCUMENTATION IS RECEIVED. THIS MAY CAUSE A DELAY AND POSSIBLE DECLINATION DUE TO LACK OF TIME.

- Completed ACORD applications for all desired lines. Please note that all equipment is under the Inland Marine/Equipment Floater and NOT the Property application. See our Supplemental Application for the proper breakdown for equipment and receipts.
- Business Income Worksheet
- Completed Fairview Supplemental Application. NOTE: The GL rating/class codes should reflect the Supplemental application exposures.
- Copy of the insured's current rental agreement, both sides, legible.
- Currently dated Carrier's Loss Experience for the current year and four years prior. (Total of 5 years.)
- Loss analysis for five years to include losses by line of coverage and premium. Any losses over \$25,000 should be explained and any corrective measures taken.
- Current list of drivers – please use the attached Excel sheet provided.
- Current list of vehicles/fleet – please use the attached Excel sheet provided.
- Insured's website address
- Overall target pricing needed to write the account.
- Brief narrative on the account and any other documentation or information that will assist the underwriter in understanding the risk.
- Quote Need By Date
- Name, Phone Number and Email of contact at your office with whom we can call to discuss the account or refer questions to.
- Completed Broker Contract (If not already on file.)

(06/08/2021)



FAIRVIEW
INSURANCE AGENCY
ASSOCIATES

**FAIRVIEW EQUIPMENT DEALERS
PROGRAM
SUPPLEMENTAL APPLICATION**

Named Insured:	Effective Date:
	Need By Date:

A. General Liability – Underwriting (Receipts on ACORD GL must be by location)	
1. List main manufacturer franchises represented:	
1a. Does Manufacturer provide additional Insured status to dealer and a certificate of insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all of your suppliers of equipment, parts, and accessories a US company or have a US subsidiary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are sales and service personnel trained and/or certified by the Manufacturer? Please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. What types of training do you provide to end users in the operation of equipment you rent or sell?	
4. Do you use equipment to act as a contractor or subcontractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are any types of equipment rented with an operator? If yes, which equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do you modify, design, or build any equipment? If yes, please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does your business include any manufacturing operations? If yes, please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are any Allied products sold? If yes, please describe products and include details on installation and related services provided as well as total receipts:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ba. Estimated receipts of % of revenue: \$ _____ %:	
9. What is the maximum height of equipment?	Feet:

B. Breakdown of Receipts by Location (Attach a separate sheet if more space is needed)			
	Location #1	Location #2	Location #3
Total Sales Including Long Term Leasing (One (1) Month or Longer) – Exclude Service Receipts.			
Rental Only – Receipts (Rentals of Less than one (1) month – ie: Daily, Weekly)			
Repair, Installation & Service Receipts:			

Historical Gross Revenue: 1st Year back: \$

2nd Year: \$

3rd Year: \$

C. EQUIPMENT RENTAL		
1. Do you rent, sell or service cranes? If yes, Describe:		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you rent, sell or erect scaffolding or ladders? If yes, describe and give receipts: \$		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is shoring equipment rented? If yes, describe and give receipts: \$		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you rent equipment to non-commercial users? (Individuals) If yes, please describe:		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are all rental customers provided with written operating instructions as well as verbal instructions? Explain:		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Is manufacturer recommended safety equipment provided to all rental customers?		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is each rental customer's driver's license number, credit card, credit report or license plate number obtained? If not, are corporate billing programs used?		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are all rental customers advised of the procedures for identifying deficiencies and notifying the insured?		<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Are any of the following equipment available for rent? (Mark "X" if applicable)		
<input type="checkbox"/> Camper Trailers	<input type="checkbox"/> Sporting Equipment	Comments:
<input type="checkbox"/> Amusement devices or carnival rides	<input type="checkbox"/> Medical Equipment	
<input type="checkbox"/> Personal Watercraft, Motorcycles, or all Terrain vehicles	<input type="checkbox"/> Party Rentals	
<input type="checkbox"/> Snowmobiles or Golf Carts	<input type="checkbox"/> Other:	
10. Is there a lock-out/tag-out system?		

D. GENERAL LIABILITY - CONTRACTUAL		
1. Do all rental customers sign a rental agreement?		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you require your commercial customers to provide certificates of insurance prior to renting any equipment naming your company as an additional insured?		<input type="checkbox"/> Yes <input type="checkbox"/> No

E. AUTO UNDERWRITING		
1. Is a driver application form completed for each employee that drives a service or delivery vehicle/trailer?		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are MVRs checked prior to hiring?		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is employment contingent on MVR if checked post-hire?		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you maintain the approved driver files as required by DOT regulations for all drivers with CDL's?		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you have a written disciplinary action plan for drivers with MVR violations?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Describe Disciplinary Plan or if no current written Disciplinary Plan is In place, are you willing to implement one? Please describe:		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are any company owned vehicles used for personal use?		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. If yes, is there a written policy for personal use of company owned/insured autos/trucks? If so, please explain:		
9. Do any employees use their own personal vehicles for business use? If yes, please describe:		<input type="checkbox"/> Yes <input type="checkbox"/> No

10. Do you require minimum liability limits of \$500,000 Combined Single Limit for personal auto policy covering these individuals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Are MVR's obtained on all family members if there is personal use?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you loan or rent your autos or trucks used on public roads?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Any non-owned autos or trucks held for repair or storage? If yes, please explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Please list below or attach a list of any vehicles registered to any other legal entity names:	
15. Is scheduled maintenance and servicing performed at suggested mileage intervals by qualified mechanics?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Do you retain and review vehicle maintenance logs on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Do you rent or hire autos from others to transport equipment? If yes, do you obtain Certificates of Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

PLEASE NOTE: ALL VEHICLES INSURED UNDER OUR PROGRAM MUST BE REGISTERED TO THE COMPANY NAME.

F. PROPERTY UNDERWRITING	
1. Does your operation have on premises painting capabilities? If yes, please advise controls in place:	<input type="checkbox"/> Yes <input type="checkbox"/> No

G. INLAND MARINE – UNDERWRITING AND SECURITY MEASURES	
1. When renting equipment, do you sell or offer to sell a Loss Damage Walver?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are buildings equipped with burglar alarms/central station?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are all locations equipped with a chain link fence, motion detectors and/or security lighting? Describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does camera surveillance cover the premises inside of the building?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does camera surveillance cover the outside lot?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do exterior lights remain on all night and illuminate all dark areas of premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are all storage areas at this location secured in such a way that equipment cannot be removed from the premises during non-business hours without causing property damage to perimeter fences, posts, chains, barricades and/or gates?	<input type="checkbox"/> Yes <input type="checkbox"/> No

H. BREAKDOWN OF EQUIPMENT INVENTORY BY LOCATION		
Location #1	Inside Building	Outside Building
Value of Equipment on Premises awaiting Sale/Rent/Prop of Others:	\$	\$
Location #2	Inside Building	Outside Building
Value of Equipment on Premises awaiting Sale/Rent/Prop of Others:	\$	\$
Location #3	Inside Building	Outside Building
Value of Equipment on Premises awaiting Sale/Rent/Prop of Others:	\$	\$
% of Inventory held Inside: %	% of Inventory held Outside: %	

Maximum Value of equipment in Transit at any one time: \$ automatically)	(Policy provides \$100,000)
Employee Tools Limit – Employee Tools are picked up under both the Basket Limit of \$1,000,000 on the Property Extension endorsement as Property of Others; and also under IM7718 – Repair Service Coverage – Under the IM Section of the Policy.	
Narrative:	

I. WORKERS COMPENSATION – UNDERWRITING AND SAFETY CONTROLS	
1. Do all new hires complete an application for employment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you have a Human Resources Dept. or an Individual In charge of Human Resources functions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you have a formal safety training program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you have a full time safety director? If yes, please provide details as to the safety director's duties and responsibilities:	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you maintain a written safety training manual and do all employees receive a copy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do you maintain a log of all completed safety training courses by employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Do you require all employees to wear Personal Protective equipment including safety glasses, hearing protection, safety shoes, work gloves and special clothing requirements, etc.? If yes, please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Please describe the accident investigation process:	
9. Does your safety training program include training on injury prevention such as proper lifting techniques, proper ways to exit vehicles, and measures taken while performing repairs (if applicable) to avoid injuries common to this type of work?	<input type="checkbox"/> Yes <input type="checkbox"/> No

J. GARAGE/DEALER			
Class of Operators	Location #1	Location #2	Location #3
Class 1 – Regular Operators:			
All Others:			
Class II – Non Employees – Under Age 25:			
All Others:			
Dealers Physical Damage:			
Loc#	Limit \$	Ded per Auto:	Maximum Ded:
Loc#	Limit \$	Ded per Auto:	Maximum Ded:
Loc #	Limit \$	Ded per Auto:	Maximum Ded:
Garage Keepers Liability:			
Loc#1	Limit \$	Ded per Auto:	
Loc#2	Limit \$	Ded Per Auto:	
Loc#3	Limit \$	Ded Per Auto:	

of Dealer/Repairer Plates:

of Transportation Plates:

DEFINITIONS:

CLASS I - EMPLOYEES

REGULAR OPERATOR - PROPRIETORS, PARTNERS AND OFFICERS ACTIVE IN THE GARAGE OPERATION, SALESPERSONS, GENERAL MANAGERS, SERVICE MANAGERS; ANY EMPLOYEE WHOSE PRINCIPAL DUTY INVOLVES THE OPERATION OF COVERED AUTOS OR WHO IS FURNISHED A COVERED AUTO.

ALL OTHERS - ALL OTHER EMPLOYEES

CLASS II - NON-EMPLOYEES

ANY OF THE FOLLOWING PERSONS WHO ARE REGULARLY FURNISHED WITH A COVERED AUTO: INACTIVE-PROPRIETORS, PARTNERS OR OFFICERS AND THEIR RELATIVES AND THE RELATIVES OF ANY PERSON DESCRIBED IN CLASS I.

NOTE: 1. PART-TIME EMPLOYEES WORKING AN AVERAGE OF 20 HOURS OR MORE A WEEK FOR THE NUMBER OF WEEKS WORKED ARE TO BE COUNTED AS 1 RATING UNIT EACH.
2. PART-TIME EMPLOYEES WORKING AN AVERAGE OF LESS THAN 20 HOURS A WEEK FOR THE NUMBER OF WEEKS WORKED ARE TO BE COUNTED AS 1/2 RATING UNIT.

****CLASS 1 – ALL OTHERS includes General Managers, Sales Managers and Salesmen that are NOT furnished a vehicle.**

ACORD_{iv} GENERAL FRAUD STATEMENT

**[Not applicable in Colorado, Hawaii, Nebraska,
Ohio, Oklahoma, Oregon, Utah and Vermont]**

Any person who knowingly and with Intent to defraud any insurance company or another person files an application for insurance 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 the person to criminal and [NY: substantial] civil penalties. In the District of Columbia, Louisiana, Maine, Tennessee and Virginia, insurance benefits may also be denied.

APPLICANT'S SIGNATURE

DATE

ACORD 63 (2007/10)

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I hereby declare that I have read all of the statements in this application and they are complete and true as of this date.

DATE:	SIGNATURE OF APPLICANT:
DATE:	SIGNATURE OF PRODUCER:

(8/11/2017)

**FAIRVIEW INSURANCE AGENCY ASSOCIATES
EQUIPMENT DEALER PROGRAM APPETITE AND UNDERWRITING GUIDELINES**

Exceptions to anything contained within this document may be considered via referral to the Underwriting Manager.

The Equipment Dealer Program is administered countrywide through Fairview Insurance Agency Associates, Inc. Property, Inland Marine, General Liability, Automobile, Garage, Umbrella and Workers Compensation lines of insurance are offered. The program is not available to risks domiciled in Hawaii or Alaska.

FOCUSED APPETITE

The Equipment Dealer Program is designed to offer coverage for risks that:

Generate at least 75% of receipts from the sales/repair/leasing of material handling and construction equipment including, but not limited to, the following:

- Lift trucks and similar equipment
- Construction equipment
- Agricultural equipment
- Forestry equipment
- Miscellaneous Aggregate equipment
- Miscellaneous Contractors equipment

Ancillary Operations – The following operations are acceptable in the program:

❖ Sales of Allied Products including, but not limited to:

- Rack Shelving Systems
- In plant Offices
- Mezzanines
- Storage Systems

Risks that do not meet the Focused Appetite of acceptable Ancillary Operations may be considered but require referral to the Underwriting Manager.

UNDESIRABLE CHARACTERISTICS

In general, risks exhibiting one or more of the following undesirable characteristics will not be entertained. Exceptions may be considered, but only via referral to the Underwriting Manager:

- Risks that derive the majority of receipts from rental operations
- Any rental or sale of chemicals, explosives or equipment used in conjunction with
- Rental or sales of portable hot tubs
- Amusement rides or carnival equipment
- Rental of aircraft or watercraft
- Rental of recreational vehicles such as motorcycles, mopeds, motorbikes or ATVs
- Any type of medical equipment
- Operations that erect, install or dismantle sidewalks, bridges, towers, or HODs
- Manufacturing
- Lattice Cranes, rentals with operators

SEVERITY

Severity exposures inherent in the operations contemplated in the Focused Appetite or acceptable Ancillary operations are deemed as acceptable exposures if the proper controls are in place.

QUOTE CHECKLIST

The following items are required so as to adequately address the exposures and pricing. Exceptions made by the underwriter should be rare and the reason(s) for the exception(s) must be documented in file:

- Fully completed Equipment Dealer Program Supplemental application
- Four (4) Years (Expiring term + prior three (3) years) currently valued (within six (6) months of effective date) carrier loss experience. Exception applies to accounts previously quoted where currently valued loss runs are not available. In these cases, quotes will be provided and policies issued subject to receipt of currently valued carrier loss experience within 45 days of binding. Upon receipt of this information, the account will be re-experience rated based on the updated loss data, and premium modified accordingly. In the event the loss experience are not received, the underwriter will have the discretion to modify the pricing or cancel the policy as permitted in the risk State.
- Copy of rental contract agreement which contains an indemnification clause holding the rental agent harmless from all expense and liability including reasonable legal fees arising from the use of the equipment.

ACORD APPLICATIONS

CGL/BUSINESS AUTO FORMAT:

- Property – ISO
- General Liability – Main class code classifications: (If not written on Garage form)
 - 15060 – Machinery Dealer NOC
 - 11208 – Equipment Rented to Others w/o Operators – Short Term Receipts only
 - 97223 – 5% of total Installation/Service/Repair receipts used as Payroll
- Inland Marine – Please include Max for inventory held for sale/rent/personal property of others. See supplemental for breakdown.
- Business Auto – ISO
- Dealer Form (Garage) – ISO (with GL Class 11208 ONLY on GL application – Short Term receipts <30 days)
- Umbrella
- Workers Compensation

TERRORISM

The program will follow the Corporate Terrorism Concentration of Values guidelines.

NEW VENTURES

While the program is designed for well established businesses, New Ventures can be considered when the owner and/or senior management has three or more years of prior industry ownership and/or management experience in the operations that we are currently being asked to write.

Such risks need to be both closely underwritten and monitored to make sure they have the proper background in the industry, and that they do not take on operations that may not be acceptable in the program.

UNDERWRITING GUIDELINES

General Liability Underwriting

CAT Exposure

The following represents the largest potential exposures to catastrophic loss:

- Premises slip and fall
- Bodily injury or property damage from use/misuse of equipment
- Terrorism related event arising out of the use of rented trucks or equipment

Controls include:

- Manufacturer training and certification of employees
- Signed rental contract with hold harmless wording
- Tagging system/Lock out which includes a regular maintenance schedule at each rental
- Verbal and/or written instructions at the time of sale or rental
- Two forms of identification, including one government-issued photo ID and a major credit card (new customers)
- Certificate of insurance along with Additional Insured status provided by commercial renters

Exposures & Controls

Asbestos: Due to the nature of equipment dealer operations, the exposure is minimal. Asbestos exclusion will be attached to all policies issued in the program.

Silica: The Silica Exclusion will be attached to all policies issued in the program.

Welding: Welding exposures within the program have been evaluated. There is no manufacturing exposure; however, there could be an off-premises exposure as a result of off-premises repair work. Additionally, the on-premises welding exposure may consist of the occasional on-site repair of equipment. Overall, this exposure is deemed to be a minimal part, if any, of an equipment dealer's operations. (<10% of total receipts)

Sub-Contracted Work: The program's appetite is such that there will typically be little sub-contracted work. In those instances where there is, the underwriter should make sure that the risk obtains Certificates of Insurance from the sub-contractors showing that sub-contractor has insurance at limits equal to those of our insured. The sub-contractor should hold our insurance harmless and name our insured as an Additional Insured on their policy. Written confirmation from the agent that this is in place is acceptable. There may be installation by the insured.

Pollution: Risks contemplated in the Focus Appetite will typically have small quantities of pollutants on premises. (i.e.: waste oil, hydraulic fluids, etc.) The APE, Absolute Pollution Exclusion is required on all risks.

Automobile Underwriting

The automobile exposure contemplated for the operations spelled out in the Focus Appetite will generally be considered a moderate hazard. There is an over the road exposure for risks that perform repairs off-premises, at customer locations. Risks that do a good amount of off-premises repair have a fleet of service-type vans or trucks that are equipped with tools, equipment and parts/accessories that are used for repair work.

Many insureds supply their service/mechanic employees with a company service vehicle and are garaged at their residence. Their coverage territory is generally local and the vehicle will often stay at their customer's premises for the work day. This reduces the over-the-road exposure.

Exposures & Controls

Motor Vehicle Reports: The underwriters will request updated driver information, order and evaluate the MVRs based upon the standard used by underwriting. All "problem" drivers as defined in the Commercial Lines Underwriting Manual will be documented.

Truck Rental: This is not an operation common to the equipment dealer program; however, in rare cases a dealer could loan or rent a truck and/or trailer to a customer to use to transport equipment they rent or purchase.

Submission Requirements:

Submissions with a truck rental exposure are required to adhere to the following guidelines. Exceptions made by the underwriter should be rare and the reason(s) for the exception(s) must be documented in file:

- Have a separate Truck Rental Agreement in place specific to each State jurisdiction that effectively and clearly transfers liability to the renter's insurance. A copy must be provided with the application.
- Requires the renter to sign or initial the Agreement acknowledging the renter has read and understands all terms and conditions.
- Confirmation the dealership obtains a copy of the renter's drivers' license, credit card and current insurance identification card.
- Truck rental exposure will be generally limited to <10% of total receipts or <5 rental trucks.
- Separate Business Auto policy will be used to schedule rental vehicles/over the road equipment.

Pollution: ISO Form 99 08, *Pollution Liability Coverage for Private Passenger Type Autos* is automatically attached to all Business Auto and Truckers policies, and this form provides pollution coverage for liability arising out of the operation of covered private passenger type autos at no additional charge. If pollution coverage is requested for liability arising out of the operation of other types of autos, form ISO 99 09, *Pollution Liability Coverage All Covered Autos* must be attached and the appropriate charge made.

This Pollution “Buy-back” coverage represents a severity exposure and needs to be thoroughly underwritten, documented and referred to the Underwriting Manager. Close attention should be paid to the types and quantities of chemicals being transported, as well as the driver’s history and what State the risk is located in.

Garage Keepers: This coverage may be provided under the automobile line of business, is separately classified and manually rated.

Dealer Form (Garage)

Per underwriting guidelines
GL rated with class 11208 only to pick up rental exposure

Property Underwriting

Per underwriting guidelines. Premises should have adequate protection – Burglar alarm – local or central station; Smoke alarm – local or central station.

Inland Marine Underwriting

See supplemental application.

Exposures & Controls:

Valuation: The industry standard is to provide coverage for the equipment held for sale and rental, on a blanket, replacement cost basis.

Fraud & Deceit: Theft of equipment by fraud/deceit represents a significant exposure to loss. As such, it is important that equipment dealers carefully screen and evaluate each customer. Typically, many dealers have repeat customers and personally know the majority of customers, therefore the safety precautions taken aren’t as stringent as when renting to a first time customer. However, when renting to new customers, it is important the following safety precautions are implemented:

- Obtain copy of valid drivers license
- Obtain copy of a major credit card

- Document license plate number

Storage of equipment: Another significant exposure to loss is the theft of equipment stored in open/unsecured lots. This presents off-premises exposure in addition to on-premises exposures. Safety measures should include: chain link fencing and security lighting. Motion detector, CCTV security systems, wheel locks and satellite tracking systems represent positive underwriting signs and a rate credit can be applied at underwriter's discretion.

Rental Equipment: Insured should obtain a certificate of insurance on all rented/leased equipment showing the insured has been named as Loss Payee.

PRICING

General Liability – Pricing is determined by the use of three main classification codes:

- 15060 – Machinery or Dealer NOC
- 11208 – Contractors Equipment Rented to Others w/o Operators
- 97223 – Service, Installation or Repair

****"A" Rates are used for code 15060, which will include all sales/service/leasing revenue.****

The 11208 code will be based just on short term rental receipts. Short term rental receipts are defined as less than 30 days (i.e.: daily, weekly.) Balance of rental receipts are considered long-term and included in code 15060.

The 97223 code will be based on 5% of total service/repair/installation receipts.

LOSS CONTROL GUIDELINES

A Loss Control inspection will be required upon issuance of a new or renewal policy when:

- Based on underwriter's judgement

AUDITS

Currently non-audited, the GL is subject to signed renewal applications, updated with new exposure estimates, and the renewal policy is based on the new exposure basis. Self-audit is MANDATORY.

New Business: All successful new business will not be subject to an annual audit; however, signed renewal applications (per above) are required.

PROGRAM COVERAGES

The Equipment Dealer program policies should include the following coverages:

Property

- Property Extension Endorsement with the broadest possible coverages by State
- Agreed Value Form (Statement of Values to be submitted at binding)
- Blanket coverage for Building, BPP and BI
- Crime Coverage, Including Computer Fraud and Fraudulent Wire Transfer
- EDP - \$50,000
- Equipment Breakdown
- Business Income
- Replacement Cost Basis

Inland Marine

- Replacement Cost Basis
- No Coinsurance
- Rented to Others
- Flood /Quake
- Fraud / Deceit
- Employee Tools - \$100,000 limit per location (Can be increased)
- Owned Tools – Included in equipment limit
- In Transit Limit – Subject to individual request/limit

General Liability

- Broad Form Products
- General Liability Enhancement Endorsement (Broadest Form)
- Per Location Aggregate
- Primary/Non Contributory Endorsement – CG2001 – By State
- Blanket Additional Insured when Required by Written Contract
- Blanket Waiver of Subrogation when Required by Written Contract
- Per Project Aggregate – CG2503
- Additional Insureds – Completed Operations CG2037 (If not included in policy form)
- Additional Insureds – On-Going Operations CG2026 (If not included in policy form)

Business Auto/Garage Dealer Form

- Liability Symbol 1 / Symbol 21 Garage
- Liability Symbol 19 – Forklifts over the road/tagged)
- Comp/Collision – Symbols 7,8,9,19
- Broad form Auto Pollution Endorsement – CA9948
- Business Auto Coverage Enhancement Endorsement (Broadest Form)
- Primary & Non Contributory basis
- Additional Insured when required by Written Contract
- Waiver of Subrogation when required by Written Contract (Depending on State)
- Composite Rate availability on Fleets (Depending on Fleet Size)

Umbrella

- \$1,000,000 up to \$10,000,000 availability

Workers Compensation

- Subject to company underwriting guidelines by State

Employment Practices Liability

- Current limit is \$250,000

Pollution Liability

- On site coverage (Depending on State)

Cyber Liability

- Subject to sub limits



FAIRVIEW
INSURANCE AGENCY
ASSOCIATES

BROKER AGREEMENT

This Agreement, made and entered into on _____ (date) by and between **FAIRVIEW INSURANCE AGENCY ASSOCIATES** a New Jersey corporation, (hereinafter referred to as **FAIRVIEW**) with an office located at 25 Fairview Avenue, Verona, New Jersey and _____ (hereinafter referred to as **BROKER**) with an office located at _____

In consideration of **FAIRVIEW** placing insurance for the **BROKER**, and for mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **BROKER** agrees to pay **FAIRVIEW** all agency billed premiums, including additional premiums developed on audits, and all applicable state taxes occurring for insurance written or bound by the insurer or insurers under this Agreement whether or not collected by the **BROKER** from their insured. However, **BROKER** may be relieved of payment responsibility for AUDIT PREMIUMS on any policy subsequent to the termination of policy if **BROKER** notifies **FAIRVIEW** in writing within 15 (fifteen) days from billing that payment cannot be collected. **BROKER** forfeits commission for any audit returned for direct collection.
2. No insurance policy may be returned to **FAIRVIEW** by **BROKER** for flat cancellation unless it is returned prior to the inception or effective date of contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provision outlined by insurer.
3. In consideration of commission allowed to **BROKER** on all premiums, **BROKER** agrees to pay **FAIRVIEW** the commission on all returned premiums at the same rate such commission was originally paid or retained.
4. **BROKER** agrees to remit all agency billed premiums, taxes and fees for binders, policies, cover notes, endorsements and audits within 20 (twenty) days after effective date of receipt of billing by **FAIRVIEW** depending on the billing procedures outlined for each account. **FAIRVIEW** will remit commission to **BROKER** on all items direct billed by **FAIRVIEW** or the Company by the end of the following month that commission has been paid to **FAIRVIEW**.
5. **FAIRVIEW** expressly recognizes the independent ownership by **BROKER** of insurance business covered by the Agreement.

6. **BROKER** is not the agent of **FAIRVIEW**, its' principals or its' companies, and has no authority to bind coverage on behalf of **FAIRVIEW**.
7. **BROKER** agrees that it will maintain a Professional Liability policy, commonly known as an Errors and Omissions policy, in full force and effect during the entire term of this Agreement in an amount not less than \$1,000,000.00. **BROKER** agrees to provide **FAIRVIEW** annually with evidence that such insurance policy is in full force and effect. **BROKER** agrees to maintain a Workers Compensation policy and to provide evidence of coverage to **FAIRVIEW**.
8. **BROKER** warrants that it now has and shall maintain during the entire term of this Agreement, the proper resident and non-resident insurance licenses necessary to place with **FAIRVIEW** business covered in this Agreement. **BROKER** shall additionally comply with all applicable laws and regulations in all jurisdictions in which it does business. All fees for such licenses and compliance are the sole responsibility of **BROKER**. **FAIRVIEW** requests copies of all licenses as they renew.
9. **BROKER** hereby agrees to countersign all policies of insurance issued for its' accounts in the **BROKERS** state of residence. **BROKER** agrees to waive or assign to **FAIRVIEW** any and all commissions due as a Countersigning Agent to the extent permitted by law.
10. For a period of two (2) years from the date of termination/expiration of this Agreement, all renewals and expirations of insurance written pursuant to this Agreement shall be the property of **BROKER**, provided **BROKER** has properly and completely accounted for paid all sums owing to **FAIRVIEW** and has not breached any term of this Agreement. During such two year time period, **FAIRVIEW** shall not use renewal and expiration information to compete with **BROKER**, but thereafter **FAIRVIEW** shall be free to utilize such information to compete with **BROKER**. Notwithstanding anything to the contrary herein, all rate information, books of account, special forms and endorsements, policy forms, claim and loss information applications and other forms and documents developed by **FAIRVIEW** shall be the property of **FAIRVIEW**. No duplication, copying, reproduction or dissemination of any kind or form of property belonging to **FAIRVIEW** shall be permitted without written authority of **FAIRVIEW** on a case-by-case basis.
11. Each party to this Agreement hereby agrees to indemnify, defend and hold harmless the other party for legal liability arising from the negligent activities of one party for which the other party is held responsible. This mutual indemnification provision shall survive the termination of this agreement.

12. Commission schedule for the following lines of business is as listed below:

Workers Compensation	4%
Commercial Automobile & Package	10%
Umbrella	7.5%
Employment Practices _____	varies
Pollution _____	varies

13. In recognition of **FAIRVIEW'S** effort in underwriting, negotiation and placing insurance coverage's for **BROKER** with insurance company or companies, **BROKER** hereby agrees to use it's best efforts including refraining from executing and delivering to the insurance company or companies any broker of record letter or similar document to cause **FAIRVIEW** not to be the sole and exclusive agent to whom the insurance company shall pay commission, bonuses, and any other form of remuneration.
14. **BROKER** may not assign all or any part of this Agreement without the express written consent of **FAIRVIEW**. **BROKER** agrees to notify **FAIRVIEW** immediately upon the transfer of ownership of more that 50 percent of the ownership interest in **BROKER**. Upon the occurrence of such event, this Agreement shall immediately terminate without notice unless **FAIRVIEW** shall consent in writing to the continuance hereof.
15. **BROKER** further acknowledges that the protections afforded **FAIRVIEW** are reasonable in scope and duration and that **FAIRVIEW** has answered to the **BROKER'S** satisfaction any and all questions posed by **BROKER** in connection with this Agreement.
16. This Agreement cancels and supersedes any and all agreements already in place. This Agreement may be cancelled at any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this Agreement to insurance policies effective prior to date of such cancellation.



**FAIRVIEW
INSURANCE AGENCY
ASSOCIATES**

WITNESS:

**FAIRVIEW INSURANCE AGENCY
ASSOCIATES**

BY: _____

WITNESS:

BROKER

BY: _____

Tax Id Number _____

Attach copies of all appropriate insurance licenses and E & O policy and complete the Agent/Broker Questionnaire.

FAIRVIEW INSURANCE AGENCY ASSOCIATES
Agent/Broker Questionnaire

A. Licensing Data

Agency/Broker Name _____

DBA _____

Address _____

Phone _____ **Fax** _____

Email _____ **website** _____

Primary Contact _____

Resident Agent/Broker License Number * _____

Surplus Lines License Number * _____

Federal Tax ID Number _____

Errors and Omissions Insurance* _____

Limits _____ **Effective Date** _____

***Attach current copy of these items.**

B. History

Date agency established _____

Corporation _____ **Partnership** _____ **Individual** _____

Principal's _____

Is agency owned by, affiliated with or controlled by any other business interest?

If yes, explain _____



**FAIRVIEW
INSURANCE AGENCY
ASSOCIATES**

Number of licensed agents _____

Total number of staff _____

Member of IIA _____ PIA _____ Other _____

If other, please explain _____

Has agency and/or any principal had a license suspended/revoked?

Yes ___ No ___ Please explain _____

During the past 5 years, has the agency acquired/merged with another firm or has the agency changed names? Yes ___ No ___ If so, please explain:

Number of agency/broker production offices: _____ states _____

Major companies presently appointed with (in order of premium volume):

NAME	YEARS REPRESENTED	EST. ANNUAL PREMIUM VOLUME
------	----------------------	-------------------------------

1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Percentage of business produced:

Personal lines: _____

Commercial lines: _____

Has any company discontinued their relationship with you in the past 5 years? Yes ___

No ___ If so, list the company and the reason: _____

Approximate radius of marketing territory: _____ miles

Bank Reference: Name of bank: _____

Address of Bank: _____



**FAIRVIEW
INSURANCE AGENCY
ASSOCIATES**

Phone: _____

The undersigned hereby declares that the answers given with respect to the foregoing questions are true, complete, and accurate.

DATE: _____

Signature of Agent/Broker:

Name: _____ Title: _____

REMINDER: ATTACH COPIES OF LICENSES and E&O DECLARATION PAGE