



SPECIALTY PROGRAMS

A division of Crump Insurance Services, Inc.

NON-TRUCKING LIABILITY PROGRAM PHYSICAL DAMAGE PROGRAM UNDERWRITING GUIDELINES • RATES

Rates Effective 9.01.11

Updates to guidelines are highlighted in yellow

Contact 5Star Specialty Programs at 1.800.444.8474

158 North Harbor City Boulevard, Melbourne, FL 32935
Local: 321.757.6190
Fax: 321.757.6145

5STAR NON-TRUCKING LIABILITY PROGRAM:

The 5Star Non-Trucking Liability Program provides coverage when the vehicle is not in the business of trucking. This program requires the owner/operator to have a permanent lease agreement with the trucking company



LIABILITY UNDERWRITING GUIDELINES:

- For simplification purposes, the 5STAR Non-Trucking Liability Program will be referred to as “5Star” or “NTL” throughout this document.
- The owner/operator must be permanently leased to a “for hire” Trucking Company.
5Star will not accept vehicles over twenty years old, unless with prior approval of program underwriter.
- An Individual is added to the appropriate master policy with individual certificates issued to each participating operator.
- Separate policy for fleets is available, if desired.
- Coverage specific to Non-Trucking exposures only.
- The primary fleet must be insured with a standard acceptable and state approved carrier.
- Monthly or annual payments.
- We will not write in conjunction with the following:
 - (a) fronting groups
 - (b) risk retentions
 - (c) captives
- Driver qualification requirements (please see attached)
- Non-Trucking Liability Limit cannot exceed carrier’s primary liability limit.
- Use www.safersys.org to verify primary liability coverage and address of carrier.

SUBMITTING BUSINESS:

- The **5Star** NTL application must be completed, signed and dated, a UM/UIM rejection/reduction form signed and dated, and a current MVR for each driver. Binding effective date is the date of the receipt of the application in program office, or later.
- Any Non-Trucking account with 9 or less units and loss ratio under 50% for the last 12 months or prior 3 years – fax the application to bind.
- Any Non-Trucking account with 10 or more units – submit for a quote.
- Prior loss experience (any type last 3 years) must be documented on all risks.
- **NO COVERAGE PROVIDED FOR: FUEL, LOGGING, GARBAGE, COAL, HAZARDOUS MATERIALS, FLAMMABLE MATERIALS, LIVESTOCK, DUMPING, STRAIGHT TRUCKS, PICK-UPS (Hot Shot Units), PANEL OR CARGO VANS.**

NON-TRUCKING LIABILITY RATES:

[PERMANENT LEASE REQUIRED FOR NON-TRUCKING LIABILITY]

MONTHLY RATES – For Up To 9 Units**

(Rates do not include the state mandated 1.3% Florida Hurricane Catastrophe Fund surcharge.)

LIMIT	LIABILITY	DUES*	UM	PIP
\$ 500,000	\$24	+ \$5	+ \$1	+ \$1
\$ 750,000	\$30	+ \$5	+ \$1	+ \$1
\$1,000,000	\$34	+ \$5	+ \$1	+ \$1

(UM/PIP Optional Depending On State) (Statutory Limits Only)

NEW JERSEY MONTHLY RATES (UM Mandatory)

(Rates do not include the state mandated 1.3% Florida Hurricane Catastrophe Fund surcharge.)

LIMIT	LIABILITY	DUES*	UM	PIP
\$ 500,000	\$37	+ \$5	+ \$1	+ \$1
\$ 750,000	\$40	+ \$5	+ \$1	+ \$1
\$1,000,000	\$42	+ \$5	+ \$1	+ \$1

>>> EXCLUDED States – New Hampshire, New York, Massachusetts, Hawaii, and Alaska <<<

**** For 10 or more units submit for quote. (No Dump Trucks)**

PIP AND UM SHOULD BE REJECTED WHENEVER POSSIBLE. SIGNED AND DATED UM REDUCTION OR REJECTION FORM MUST ACCOMPANY APPLICATION.

CURRENT MVR'S (WITHIN THE LAST **TWO** MONTHS) MUST BE OBTAINED

A COPY OF LEASE SHOULD BE MAINTAINED BY AGENT. THE CERTIFICATE OF LIABILITY INSURANCE WE ISSUE IS BASED ON A **WARRANTY** BY THE CONTRACTOR THAT HE/SHE HAS A PERMANENT LEASE TO THE CARRIER ON THE CERTIFICATE. ALL COVERAGE CEASES WHEN THE PERMANENT LEASE HAS BEEN BROKEN, CANCELLED OR TERMINATED BY EITHER THE CONTRACTOR OR CARRIER. THIS DOES NOT APPLY TO PHYSICAL DAMAGE COVERAGE.

PLEASE INFORM YOUR CLIENTS: IF THEY CHANGE CARRIERS, TO NOTIFY YOU IMMEDIATELY, SO THAT YOU MAY REQUEST 5STAR TO MAKE THE NECESSARY CHANGES AND UPDATE THE CERTIFICATE.

***Dues** – Membership in the AIDA – benefits described at www.MYAIDA.org

Trip Policy Coverage:

1. Description of Coverage

Eligible Owner-Operators, who have signed a permanent lease with a licensed motor carrier, but who must drive* their auto and/or trailer to the carriers terminal before the contract will incept, may purchase temporary trip policy coverage. Liability limits available are \$500,000.00. UM/PIP if mandatory are included at statutory **minimum** limits.

2. Rating Rules

Rates are as follows:

Length of Trip	Premium (Flat Charge)**
1 – 500 Miles	\$100.
501 – 750 Miles	\$150.
751 – 1000 Miles	\$200.
1001 – 1500 Miles	\$300.
1501 – 2000 Miles	\$350.
2001 + Miles	\$400.

(Rates do **not** include the state mandated 1.3% Florida Hurricane Catastrophe Fund surcharge.)

***500 Miles Maximum per day – Point ‘A’ to ‘B’ – One Way – Nonstop**

****Additional \$5.00 Per Unit will be assessed for the Association of Independent Drivers of America.**

TRUCK PHYSICAL DAMAGE PROGRAM:

This program provides coverage for damage that may occur due to collision or specified peril.

Specified Perils:

1. Fire, lightning or explosion
2. Theft
3. Windstorm, hail or earthquake
4. Flood
5. Mischief or vandalism
6. The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

We pay at stated amount, Actual Cash Value (ACV), or cost of repair, whichever is less, minus deductible.

UNDERWRITING GUIDELINES:

- **NOTE:** Non-Trucking Liability coverage ***is*** required if you want physical damage coverage.
- **Submit** all applications to Underwriter to quote for **monoline** Physical Damage in other programs.
- Current [within the last two months] MVR's on all drivers.
- Hard copy loss runs on all fleets of 5 or more units (3 years).
- A signed loss statement on 1-4 units (statement of losses signed by the insured).
- NO VEHICLE OVER 15 YEARS OLD UNLESS 2 PHOTOGRAPHS AND VEHICLE INSPECTION REPORT ARE SUBMITTED TO COMPANY AND ACCEPTABLE.
- Model years of 1990 and prior are not eligible for this program.
- Prior loss experience must be documented on all risks.
- **No** Fuel, Logging, Garbage, Coal, Hazmat, Flammable, Livestock, Dumping, Pick-ups (Hot Shot Units), Panel or Cargo Vans.
- Minimum Premium is \$1,000.00 per vehicle.
- Commission on Physical Damage is 10.0%

****Non-Trucking Liability Coverage is required to have physical damage on a policy****

NOTE: Non-Trucking Liability with \$1,000,000 is *required* for any physical damage coverage requested. We no longer write physical damage with \$500,000 CSL NTL.

Contact Underwriter to discuss additional product coverages available.

CLAIMS:

**ALL NON-TRUCKING/PHYSICAL DAMAGE LOSSES ARE TO BE REPORTED BY
THE AGENT TO 5STAR NON-TRUCKING DEPARTMENT.**

Fax Acord Forms to: 321-757-6145

- NTL Claims require 24 hours Notice of Loss.
- Physical Damage Claims – Please make sure we know the vehicles current location for inspection / damage appraisal.
- Losses are handled by Company Adjusters or Independent Adjusters.

Driver Criteria:

Qualifications:

1. Drivers must be 23 and must provide proof of a minimum of two years driving experience with the type of equipment being insured.
2. Must possess a valid commercial driver's license (Class A CDL) for all equipment insured under their certificate.
3. Driver with the following violations within the last three years are unacceptable:
 - a. Driving while under suspension.
 - b. DUI, DWI or any drug-related violation.
 - c. Felony involving a motor vehicle.
 - d. Fleeing or eluding police.
 - e. Leaving the scene of an accident.
 - f. License suspension for points.
 - g. Manslaughter or negligent homicide.
 - h. Racing.
 - i. Over six violations in three years (4 speeding violations or more in 3-years is unacceptable).
 - j. Two or more at-fault accidents in three years.
 - k. If record indicates more than seven (7) points within the previous thirty-six month period, that person should be disqualified as a driver.
4. MVR's are to be requested and accompany every application.

MOTOR VEHICLE RECORD GUIDELINE:

POINT VALUATION

Seven (7) Points	Vehicular Homicide or Felony Conviction
Five (5) Points	Reckless Driving
Five (5) Points	Driving with Suspended License / Revoked License
Five (5) Points	Allowing Unlicensed Operator
Five (5) Points	Fleeing a Police Officer
Five (5) Points	Less than three (3) years experience operating type vehicle insured
Four (4) Points	Speed in excess of 19 mph over Limit
Four (4) Points	Racing on Public Highway
Four (4) Points	Failure to Stop for School Bus
Four (4) Points	Leaving Scene of Accident
Three (3) Points	Disregard Traffic Control Device / Red Light / Stop Sign
Three (3) points	Careless Driving
Three (3) points	Operating Unsafe Vehicle
Three (3) Points	Failure to Yield Right-of-Way
Three (3) points	Speed Too Great for Conditions
Two (2) Points	Failure to have Vehicle under Control
Two (2) Points	Improper Passing / Lane change / Use
Two (2) Points	Improper Backing or Turning
Two (2) Points	Driving on Wrong Side of Road
Two (2) Points	Speeding 19 mph and under
One Point Five (1.5)	Equipment Violation / Tires / Lights / etc.
One Point Five (1.5)	Tag or Overweight / length / height / load dropping
One Point Five (1.5)	Improper Stand / stop / parked vehicle
One Point Five (1.5)	Financial Responsibility / Operating Vehicle without Insurance
One (1) Point	Passing Through / Around Crossing Barrier
One (1) Point	Seat Belt Violation
One (1) Point	Failure to Signal for Direction / Slowing
One (1) Point	Obstructed Vision
One (1) Point	Failure to Pay Traffic Ticket
One (1) Point	Improper Enter / Exit Trafficway
Three (3) Points	1 st at Fault Accident
Five (5) Points	2 nd at Fault Accident

If a record indicates more than seven (7) points within the previous thirty-six month period, that person should be disqualified as a driver.

Any driver with more than one at fault accident in the last **thirty-six** months is unacceptable.

NON-TRUCK/PHYSICAL DAMAGE BILLING PROCEDURES:

1. NEW ADDS

- A. WHEN ADDING NEW BUSINESS FROM THE 1st OF THE MONTH TO THE 15th OF THE MONTH, WE WILL BILL FOR THE WHOLE MONTH AND A DEPOSIT EQUAL TO THE FIRST (1st) MONTH PREMIUM.
- B. WHEN ADDING NEW BUSINESS FROM THE 16th OF THE MONTH TO THE LAST DAY OF MONTH, WE WILL NOT CHARGE FOR THAT MONTH. WE WILL BILL YOU FOR NEXT MONTHS PREMIUM AND DEPOSIT ON YOUR NEXT INVOICE.
- C. WITH A NEW APPLICATION YOU SHOULD COLLECT THE first MONTH AND DEPOSIT FOR EACH VEHICLE. YOU SHOULD ALWAYS BE PAID IN ADVANCE, BY THE INSURED.

2. CANCELS

- A. WHEN CANCELLING FROM THE first TO THE 15th, WE DO NOT CHARGE FOR THE WHOLE MONTH AND WE WILL CREDIT BACK YOUR DEPOSIT.
- B. WHEN CANCELLING FROM THE 16th TO THE END OF THE MONTH, WE WILL CHARGE FOR THE WHOLE MONTH AND APPLY THE DEPOSIT TO PAY THAT MONTHS PREMIUM.

3. LESS THAN ONE MONTH COVERAGE

- A. IF A VEHICLE IS BOUND AND THEN CANCELLED WITHIN A MONTHS TIME WE WILL STILL BILL FOR ONE (1) MONTHS COVERAGE. (i.e., If you add on the 7th and cancel on the eighth we will still bill one month.) Same if you add on the 17th and cancel on the 22nd of the next month, we will still charge one-month premium.

4. BILLING DATE

- A. OUR INVOICING IS PROCESSED ON THE LAST WEEKDAY OF THE FOLLOWING MONTH. IF ADD OR CANCELS ARE SENT WHILE INVOICES ARE BEING DONE, THEY WILL SHOW UP ON THE FOLLOWING MONTHS INVOICE.

5. PAYING INVOICES

- A. INVOICES WILL LIST ALL INSURED, THEIR CERTIFICATE NUMBERS AND THEIR PREMIUM (WHETHER MONTHLY, ANNUAL AND /OR MONTHLY REPORTERS). THE LAST PAGE WILL HAVE THE GROSS AND NET DUE TO T.I.S. FOR ALL INSUREDS.
- B. PAY THE INVOICE IN FULL. IF YOU FIND THE INVOICE IS WRONG, PLEASE CONTACT US; WE WILL SEE IF THERE IS A PROBLEM. IF YOU ARE CORRECT WE WILL CREDIT THE NEXT INVOICE ACCORDINGLY.
- C. **PAYMENT IS DUE TEN (10) DAYS AFTER THE RECEIPT OF OUR INVOICE.**

6. ANNUAL POLICIES / INVOICES

- A. ANNUAL POLICIES ARE BASED ON ONE (1) MONTH PREMIUM TIMES TWELVE (12). THEY WILL NOT BE PRO RATED OR SHORT RATED. IF CANCELLED BEFORE THE FIFTEENTH (15) WE WILL NOT CHARGE FOR THAT MONTH. IF AFTER THE SIXTEENTH (16), WE WILL CHARGE FOR THE MONTH.

Agent Name: _____

5Star Specialty Programs - Melbourne
Non-Trucking Liability/Physical Damage Auto Application
 No Permanent Lease, No Liability Coverage, No Exceptions!
 Physical Damage without Liability Coverage can be considered without a permanent lease.
 Fax: 321.757.6145 Email: nontrucking@5starsp.com

Section I

Name of Owner: _____ (Phone #: _____)
 Address: _____
 City State Zip Code
 Years of driving experience with type of equipment being used: _____ [Minimum 2 Years]

Section II – Description of Operations – Individual Owner/Operators

Permanently Leased to: _____ (Phone #: _____)
 Address: _____
 MC #: _____ US Docket #: _____ Copy of lease agreement on file with agent? ___ Yes ___ No

Vehicle Description:

If Physical Damage Desired:

	Year	Make	Complete VIN Number	Cargo Hauled	Value	Max. Gross Wt. Of Vehicle (lbs)
1.						
2.						
3.						

Loss Payee:

1. _____
 2. _____
 3. _____

Driver Information:

Owner/Operator /Driver	Birth Date	State and License Number	Date Employed	# of Years Comm. Driving	List Violations & Accidents for Last 3 Years
1.					
2.					
3.					

Loss Experience: Any Accidents in the last 3 years, Commercial or Personal

Show Policy Periods for Past Three years	Insurance Carrier	Policy #	Number of Accidents	Total Amount Liability Claims Paid	Total Amount Physical Damage Claims Paid

Section III – Non-Trucking Liability Limits Requested:

\$500,000 \$750,000 \$1,000,000 [This limit is required for all physical damage risks]

Statutory UM Requested? Yes No. Statutory PIP Requested? Yes No **RATE Quoted** _____

Physical Damage Deductible [Collision/Specified Perils (same for each)]: **RATE Quoted** _____

1,000 2,500
Billing Method: Monthly Annual

Date Bound _____	I agree that if my down payment or full payment check is returned by the bank because of insufficient funds, coverage will be null and void from inception
Producer Signature _____	Insured's Signature _____ Date _____

Any person who knowingly and with intent to defraud any insurance company or another person files and application for insurance or statement of claim 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. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME TN and VA, insurance benefits may also be denied) **Important:** An Endorsement must be issued each time an Insured changes carriers.