

Argenia, Inc.  
PO Box 17370 \* Little Rock, AR 72222  
Ph: 800-482-5968 / (501) 227-9670  
Fax: (501) 227-8105

**DEALERS OPEN LOT INSURANCE**

**GARAGE KEEPERS LEGAL LIABILITY**

ASSURED WARRANTS THAT ALL STATEMENTS MADE IN THE PROPOSAL ARE TRUE, COMPLETE AND HAVE BEEN MADE TO INDUCE UNDERWRITERS TO ACCEPT THE RISK(S) CONTAINED IN THE POLICY, ANY MISREPRESENTATION WILL VOID THE POLICY AND FORFEIT ALL CLAIMS MADE THEREUNDER. A COPY OF THIS PROPOSAL WILL BE INCORPORATED IN THE POLICY AND FORM THE BASIS OF THE CONTRACT BETWEEN THE UNDERWRITERS AND THE ASSURED.

NOTE: THE POLICY, IF ISSUED, WILL BE SUBJECT TO LIMITS OF LIABILITY AT EACH LOCATION, A LIMIT OF ANY ONE UNIT AND SUBJECT TO COINSURANCE.

- 1. Name of Assured .....
- 2. Address of Assured .....
- 3. Location(s) at which Insurance applies:
  - 1).....
  - 2).....
  - 3).....

If there is more than one location please answer ALL the following questions for EACH location.

- 4. Nature of Trade .....
- IF YOU OPERATE A WRECKER SERVICE PLEASE ALSO COMPLETE AND SIGN THE ATTACHED SUPPLEMENTAL QUESTIONNAIRE.

**SUPPLEMENTAL QUESTIONS**

- 5. Perils Required DEALERS OPEN LOT -FIRE/THEFT/COLLISON/  
SUPPLEMENTAL COVERAGE  
WITH V.M.M.\*  
SUPPLEMENTAL COVERAGE  
WITHOUT V.M.M.  
GARAGE KEEPERS LEGAL LIABILITY  
FIRE/THEFT/COLLISION/RIOT  
OR CIVIL COMMOTION\*

\* Delete whichever is inapplicable

- 6. How many years have you operated the business being proposed for insurance (include in your answer any previous business of a similar nature which may have been operated under a different name or corporate structure stating the previous business title)
  - A) At the above location(s) (previous name)
  - B) At any other location(s) (previous name)

7. a) Maximum number of units that your location(s) will accommodate .....
- b) Maximum number of units actually kept at your location(s) .....
- c) Average number of units kept at your location(s) .....
- d) Maximum Value per Unit .....
- e) Average Value per Unit .....
- f) Limit Required any one Unit .....
- g) Limit Required any one Loss .....

8. Nature of location(s)

- A. A closed building YES/NO.....
- B. An open lot YES/NO.....
- C. Other than above (parking lot, car wash, building with open lot or forecourt), if so please describe  
.....  
.....

Please enclose diagram showing total area available for storing units.

9. (a) Are premises unattended at any time during the day or night? .....
- (b) Maximum and minimum number of attendants on duty and their hours?  
.....
- (c) If self closing doors in use describe type of lock system used. ....
- (d) Burglar Alarm system used .....
- (e) Number of entrances? .....Are they also used as exits? YES/NO  
If not, the number of separate exits .....
- (f) Is this a multi-ramp operation if so state number of floors and how ramp exits and elevators are protected.....
- (g) Are keys left in ignition YES/NO  
IF NOT EXPLAIN PROCEDURE OF HANDLING.....
- (h) Are cars examined by attendant for pre-existing damages and marked on parking ticket? YES/NO

10. If Open Lot:-

- (a) Is lot completely fenced or surrounded by buildings on all sides YES/NO
- (b) Are exits and entrances properly supervised YES/NO
- (c) If not fenced state what protections you have:  
FRONT .....
- REAR .....
- LEFT SIDE .....
- RIGHT SIDE .....
- (IF NONE, STATE NONE)
- (d) Height and type of fence (or wall) etc? .....
- (e) What protections against theft have you across exits and entrances?  
Describe fully .....

(f) Any other protections (Arc lights, Dogs, Watchmen etc)?

11. Loss experience past three years

(a) at each location

Date of loss	Details	AMOUNTS		
		Collision	Theft	Others
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

(b) elsewhere

Date of loss	Details	AMOUNTS		
		Collision	Theft	Others
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

What steps have been taken to prevent similar losses? .....

12. Previous Insurers? .....  
(Give Policy Numbers) .....

13. Has your insurance been declined in the past three years YES/NO  
(If YES, Why?) .....

14. State what type of units are, or expected to be, on the premises

Delete which is inapplicable

New Cars	Used Cars	Campers/Trailers
Snowmobiles	Motorbikes	Mobile Homes
Trucks/Tractors/Trailers/Semi-Trailers		

I/WE HEREBY WARRANT THE TRUTH OF THE ANSWERS TO THE ABOVE QUESTIONS AND AGREE THAT THEY FORM THE BASIS OF THE CONTRACT WITH THE UNDERWRITERS. I/WE FURTHER WARRANT THAT NOTHING MATERIAL TO THE RISK HAS BEEN OMITTED AND ANY ALTERATION TO THE ABOVE INFORMATION WILL BE COMMUNICATED TO THE UNDERWRITERS AS SOON AS POSSIBLE.

Assured's Signature .....

Position in Company .....

Date .....

THIS APPLICATION SHALL NOT BE BINDING ON THE UNDERWRITERS UNLESS AND UNTIL A CONTRACT OF INSURANCE SHALL BE ISSUED AND DELIVERED IN ACCORDANCE HERewith AND THEN ONLY AS OF THE COMMENCEMENT DATE OF SAID INSURANCE AND IN ACCORDANCE WITH ALL TERMS THEREOF.

**IN TOW SCHEDULE**

COVERAGE for covered UNITS while being towed is excluded unless indicated by “X”.

If this box is checked COVERAGE applies to a covered UNIT while being towed by the vehicle(s) listed in the Schedule.

**SCHEDULE**

Vehicle No.	Description (Year, Make, Model, VIN)	Limit of Liability for a covered UNIT in tow	Deductible

It is hereby noted and agreed that this policy is extended to cover the Insured’s liability to vehicles which are attached to a power unit covered for cargo liability under this policy, but excluding:

- 1) Loss or damage to transmission systems of towed vehicles reasonably attributable to towed vehicles being incorrectly hooked up to towing vehicle.
- 2) loss or damage to transmission systems of towed vehicle unless such loss or damage is caused by collision or overturn whilst being towed.

All other policy terms and conditions remain unchanged.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.....
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

.....Syndicate on behalf of certain  
underwriters at Lloyd's

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date