



ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

### TOWING DISCOVERY QUESTIONNAIRE

**THIS IS FOR QUOTATION PURPOSES ONLY—THIS IS NOT A BINDER**

PROPOSED COVERAGE EFFECTIVE DATE: \_\_\_\_\_

1. Applicant: \_\_\_\_\_
2. Doing Business As: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_ Years Experience: \_\_\_\_\_  
 Contact Person is:  Owner  Manager  Promoter  Management  Other: \_\_\_\_\_
5. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
6. Web Address: \_\_\_\_\_ E-mail: \_\_\_\_\_
7. Is this a new business?  Yes  No If no, how many years have you been in business? \_\_\_\_\_
8. Applicant is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_
9. Describe your business operations: \_\_\_\_\_
10. Who was your last or is your current insurance carrier? \_\_\_\_\_
11. What was last year's annual premium? \_\_\_\_\_
12. Describe any claims and the loss history: \_\_\_\_\_
13. How many claims in the last three years? \_\_\_\_\_
14. Has any prior insurer cancelled insurance for any reason other than the following: non-payment of premium, because they no longer write your type of business?  Yes  No  
 If yes, explain: \_\_\_\_\_
15. List all locations from which you operate:

	Street	City	State	Zip Code
Location 1				
Location 2				
Location 3				

16. Limits of Liability:

Per Act/Aggregate		Per Person/Per Act/Aggregate	
<input type="radio"/>	\$50,000/\$100,000	<input type="radio"/>	\$25,000/\$50,000/\$100,000
<input type="radio"/>	\$150,000/\$300,000	<input type="radio"/>	\$75,000/\$150,000/\$300,000
<input type="radio"/>	\$250,000/\$1,000,000	<input type="radio"/>	\$100,000/\$250,000/\$1,000,000
<input type="radio"/>	\$500,000/\$1,000,000	<input type="radio"/>	\$250,000/\$500,000/\$1,000,000
<input type="radio"/>	Other: _____	<input type="radio"/>	Other: _____

Garage keepers limit:  25,000  50,000  100,000  Other \_\_\_\_\_

Garage keepers direct primary:  Yes  No

Cargo:  \$25,000  \$50,000  Other \_\_\_\_\_

On hook:  \$25,000  \$50,000  Other \_\_\_\_\_

Is coverage for hired or otherwise non-owned autos required?  Yes  No

17. Preferred Self-Insured Retention:  \$2,500 (minimum)  Other \$ \_\_\_\_\_

18. For each location listed above, answer the following:

	Location 1		Location 2		Location 3	
	Yes	No	Yes	No	Yes	No
Is storage lot chained?						
Is open lot fenced?						
Is an alarm system or are security cameras used?						
Are attendants or night watchmen employed?						
Are dogs on the premises?						
Are buildings sprinkler-protected?						
Is the lot completely floodlighted at night?						
Does applicant engage in auto or equipment dismantling?						

19. Total Number of Employees: \_\_\_\_\_ Full Time Employees: \_\_\_\_\_ Part Time: \_\_\_\_\_

a. Number of Licensed Drivers: \_\_\_\_\_

b. Office Employees: \_\_\_\_\_

c. Service Employees: \_\_\_\_\_

20. Number of vehicles operated this year: \_\_\_\_\_

21. Please specify your annual gross receipts for each of the following categories:

	Gross Income/Sales		Gross Income/Sales
Physical Repair	\$	Vehicle rental	\$
Sales of auto parts and supplies	\$	Propane, butane, or other liquefied petrol. gas sales	\$
Used car sales	\$	Tire sales	\$
New car sales	\$	Public parking	\$
Leased auto sales	\$	Towing operations	\$
Gasoline (# gallons sold)		All other income	\$
Storage of vehicles	\$	Retail Sales	\$
Mechanical repair/service	\$	<b>Total Gross Receipts:</b>	\$

22. Please complete and attach a Driver Schedule and Vehicle Schedule (attached).

**Note:** Coverage is not provided for Uninsured Motorist coverage, Increased Limits of Uninsured Motorist coverage, Underinsured Motorist coverage, Personal Injury Protection coverage, Non-Owned Vehicle coverage, Hired Vehicle coverage, and Physical Damage coverage. In the event that Uninsured/Underinsured Motorist or Personal Injury Protection coverage is mandatory under state financial responsibility laws in the state in which the Covered Auto is principally garaged, the Limit of Liability for Uninsured/Underinsured Motorist coverage and/or Personal Injury Protection will only be provided at a limit no greater than the minimum limit of liability required by the financial responsibility laws of that state. The Participating Member agrees that for the reduced rate offered under the Group Liability Program, no coverage for Uninsured Motorist, Underinsured Motorist, or Personal Injury Protection will be provided under any coverage contract issued to a member.

23. Is each unit equipped with fire extinguishers?  Yes  No

24. Are trucks equipped with airbags?  Yes  No

25. Are trucks equipped with Babaco alarms?  Yes  No  
 Other (describe): \_\_\_\_\_
26. Are loaded trucks ever left unattended?  Yes  No
27. Maximum number of working hours permitted to any one driver during a 24-hour period: \_\_\_\_\_
28. Are drivers bonded?  Yes  No
29. List all owners, directors and/or principals: \_\_\_\_\_
30. Do you operate as:
- a. A towing service company?  Yes  No
  - b. An auto drive-away service company?  Yes  No
  - c. A transport company?  Yes  No
  - d. A recovery or reposessor agency?  Yes  No
31. Are you on 24-hour call?  Yes  No
32. Radius of operations  0-50 miles  0-200 miles  0-300 miles
33. Approximate number of tows per day: \_\_\_\_\_
34. Are filings required?  Yes  No  
 If yes, which ones?  Form E  Form H  Federal  
 Other (name and address): \_\_\_\_\_
35. Do you subcontract any work to others?  Yes  No
- a. If yes, do you request a certification of liability insurance from all sub-contractors or independent contractors that lists your company as an additional named insured?  Yes  No
36. Indicate the number and types of plates you own:
- |                          |         |                 |
|--------------------------|---------|-----------------|
| a. Dealer Plates         | # _____ | How used? _____ |
| b. Transportation plates | # _____ | How used? _____ |
| c. Repossessor plates    | # _____ | How used? _____ |
| d. Salvage plates        | # _____ | How used? _____ |
37. Are plates provided to other than employees?  Yes  No  
 If yes, explain: \_\_\_\_\_
38. Who do you mainly tow for (police, motor clubs, auto dealers, etc.)? \_\_\_\_\_

### REPRESENTATIONS AND WARRANTIES

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Discovery Questionnaire, the Applicant for insurance hereby represents and warrants that the information provided in the Discovery Questionnaire, together with all supplemental information and documents provided in conjunction with the Discovery Questionnaire, is true, correct, inclusive of all relevant and material information necessary for the Association to accurately and completely assess the Discovery Questionnaire, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Association can and will rely upon the Discovery Questionnaire and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Discovery Questionnaire and all supplemental information and documents provided in conjunction with the Discovery Questionnaire are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Discovery Questionnaire or the payment of any premium does not obligate the Association or any insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Discovery Questionnaire, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Association, and its agents, to gather any additional information the Association deems necessary to process the Discovery Questionnaire for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Association has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of

information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Association in conjunction with consideration of the Discovery Questionnaire.

The Applicant further represents that the Applicant understands and agrees the Association: (i) may present a quote with a sub-limit of liability for certain exposures, (ii) may quote certain coverages with certain activities, events, services, or waivers excluded from the quote, (iii) will rate each quotation in the best interest of each Association member to the extent possible to meet the overall intent of the Association's program of insurance for all members, and (iv) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Association's accounting office receives the required premium payment, and the Applicant signs and returns the appropriate "Acknowledgement and Coverage Contract Receipt" form within 10 days of receiving an insurance coverage contract.

The Applicant agrees that the Association and any party from whom the Association may request information in conjunction with the Discovery Questionnaire may treat the Applicant's facsimile signature on the Discovery Questionnaire as an original signature for all purposes.

**IMPORTANT:** Each accepted Applicant is provided insurance as a participating member under a Master Group Policy of Insurance issued on behalf of the Garage Services and Equipment Dealers Liability Association of America, Inc., a qualified "Purchasing Group" under the Risk Retention Act of 1986—Public Law 97-45. Master Group Policies have been issued to the Association, formed and governed by the laws, rules, and regulations of the State of Utah, to which members will be added as "Participating Members." The Association's program of insurance is a fully insured plan with an insurer permitted to provide insurance in each Association member's state of residence.

All coverage contract charges and service provider fees are minimum and fully earned as of the effective date of coverage. Membership in the Association is restricted to those whose business or activities are similar with respect to liability to which members are exposed by virtue of any common business, act, product, service, premises, or operations. The Applicant represents that the Applicant understands and agrees: (i) the Applicant's request for the Association to quote or otherwise effect coverage for the Applicant is without undue influence or incentive, (ii) the Applicant is individually procuring any insurance that may be provided as a participant in a Master Group Policy, where the benefits and coverage have already been approved by the Association's Purchasing Group, (iii) any coverage that may be provided will be provided under a Master Coverage Contract has been effected in the State of Utah as the state in which the Purchasing Group is organized and domiciled, and where the Association's Purchasing Group's principal office is located, (iv) all rules and regulations applicable to the individual or self-procurement of insurance will govern any coverage provided, and (v) the Applicant is individually responsible for the direct payment of taxes related to coverage provided in the Applicant's state of residence. Should taxes be made a part of any quotation provided by the Purchasing Group to the Applicant, the Association may, as an accommodation and convenience to the Applicant, collect and remit any tax collected to the tax collection agency in the member's state of residence.

Dated: \_\_\_\_\_

Applicant:

\_\_\_\_\_  
Signature

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



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### COMMERCIAL AUTOMOBILE VEHICLE AND EQUIPMENT SCHEDULE

Applicant/Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

**NOTE:** Only equipment listed and scheduled will be provided coverage under any Coverage Contract issued to a Participating Member, by the Association and its Insurer. Equipment without ID numbers, which are entered below or later added by separate endorsement, will be excluded from the Coverage Contract issued to the Participant Member.

**NOTE:** The Applicant understands that the Purchasing Group Association has directly negotiated an insurance program with an Insurer to which the Applicant will become an Additional Named Insured, in a Master Group Liability Insurance Policy issued to the Named Insured Association. In exchange for a reduced coverage charge, the Purchasing Group Association has freely negotiated a non-adhesive Automobile Liability Coverage Contract, with limited and restricted coverage, to be issued to the Named Insured Association. Coverage offered is limited to specified scheduled named driver coverage and is restricted to business use only. Accidents while the insured vehicle is being used for personal use, including driving to and from work, are excluded. Coverage is not provided for Uninsured Motorist coverage, Increase Limits of Uninsured Motorist Coverage, Underinsured Motorist Coverage, Personal Injury Protection Coverage, Non-Owned Vehicle Coverage, Hired Vehicle Coverage, and Physical Damage Coverage. In the event that uninsured motorist or Personal Injury Protection Coverage is mandatory under state financial responsibility laws in the state in which the covered insured auto is principally garaged, the limit of liability for Uninsured Motorist Coverage and/or Personal Injury Protection will only be provided at a limit no greater than the minimum limit of liability required by the financial responsibility laws of that state. The Participating Member agrees that for the reduced rate offered under the Group Liability Program, no coverage for Uninsured Motorist, Underinsured Motorist, or Personal Injury Protection will be provided under any Coverage Contract issued to a Participating Member.

Year	Make	Model	VIN No.	Maximum Gross Weight Capacity	Describe use of Vehicle or Equipment	Actual Cash Value	Garage Location in US
						<input type="checkbox"/> \$	
						<input type="checkbox"/> \$	
						<input type="checkbox"/> \$	
						<input type="checkbox"/> \$	
						<input type="checkbox"/> \$	
						<input type="checkbox"/> \$	
						<input type="checkbox"/> \$	

Please check  located in "Actual Cash Value" column above if Physical Damage is desired. Actual Cash Value is defined as current market less depreciation. Physical Damage (lien holders)–third party contractual liability for owned vehicles and equipment only. The Actual Cash Value must be stated above.

HEREIN STATED AND AGREED BY (MUST SIGN): \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



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### NAMED OPERATOR/DRIVER SCHEDULE

DATE: \_\_\_\_\_

**General Information**

1. Applicant: \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name and Address	Driver's Date of Birth	License Number	State	Date Hired

**IMPORTANT:** Each accepted Applicant is provided insurance as a participating member under a Master Group Policy of Insurance issued on behalf of the Garage Services and Equipment Dealers Liability Association of America, Inc., a qualified "Purchasing Group" under the Risk Retention Act of 1986—Public Law 97-45. Master Group Policies have been issued to the Association, formed and governed by the laws, rules, and regulations of the State of Utah, to which members will be added as "Participating Members." The Association's program of insurance is a fully insured plan with an insurer permitted to provide insurance in each Association member's state of residence.

All coverage contract charges and service provider fees are minimum and fully earned as of the effective date of coverage. Membership in the Association is restricted to those whose business or activities are similar with respect to liability to which members are exposed by virtue of any common business, act, product, service, premises, or operations. The Applicant represents that the Applicant understands and agrees: (i) the Applicant's request for the Association to quote or otherwise effect coverage for the Applicant is without undue influence or incentive, (ii) the Applicant is individually procuring any insurance that may be provided as a participant in a Master Group Policy, where the benefits and coverage have already been approved by the Association's Purchasing Group, (iii) any coverage that may be provided will be provided under a Master Coverage Contract has been effected in the State of Utah as the state in which the Purchasing Group is organized and domiciled, and where the Association's Purchasing Group's principal office is located, (iv) all rules and regulations applicable to the individual or self-procurement of insurance will govern any coverage provided, and (v) the Applicant is individually responsible for the direct payment of taxes related to coverage provided in the Applicant's state of residence. Should taxes be made a part of any quotation provided by the Purchasing Group to the Applicant, the Association may, as an accommodation and convenience to the Applicant, collect and remit any tax collected to the tax collection agency in the member's state of residence.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

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



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### APPLICATION FOR MEMBERSHIP

The Garage Services and Equipment Dealers Liability Association of America, Inc. has been formed as a "Purchasing Group" under the Risk Retention Act of 1986 (Public Law 97-45), to offer liability insurance to members of the Association.

To join the Association and participate in the benefits of membership, please complete the application below and return it with your membership fee and annual dues payment. Please make your check payable to the Garage Services and Equipment Dealers Liability Association. The initial membership enrollment fee is \$75.00. Annual membership dues are \$5.00. If you have already enrolled in the Association, you do not need to complete this form.

1. Applicant : \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
5. Type of business conducted: \_\_\_\_\_
6. How many years have you been in business? \_\_\_\_\_
7. States of Operation: \_\_\_\_\_
8. Please list below the name and address of any other association you are currently a member of:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Applicant:

\_\_\_\_\_  
Signature

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