

EFFECTIVE: 02/01/2011

PUSH CART PROGRAM Application & Advisory Rates

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and the policy is issued by a nonadmitted insurer not subject to regulation by the California Department of Insurance, and the provisions of Article 15.2 (commencing with Section 1063) of Chapter 1 of Part 2 of Division 1, creating the California Insurance Guarantee Association, do not apply to any policy underwritten by a nonadmitted insurer.

QUOTE ONLY REQUEST TO BIND - NET TRUST CHECK, SIGNED TERRORISM & DISCLOSURE ATTACHED
"A" RATED NON-ADMITTED COMPANY

Applicant's Name & Mailing Address: Phone: _____	Producer's Name & Address: Phone: _____ Code: 30-_____
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Location of premises (if different than above) _____

Applicant is: Individual Partnership Corporation Other: _____

Requested Effective Date: From: _____ To: _____

PROGRAM IS DESIGNED FOR INDIVIDUAL VENDOR WITH A PUSH CART, KIOSK, TEMPORARY BOOTH OR TABLE AND REFLECTS 1 ONLY. If additional, must submit for rating.

ELIGIBILITY: Sales of food, beverages (no beer, wine, or liquor), flower, artwork, clothing, jewelry, novelties, and souvenirs.

GENERAL UNDERWRITING INFORMATION:

1. Provide complete business description: _____
2. How long has applicant been in business: _____ Years.
3. Number of owners or officers: _____ Number of employees: _____
4. Annual payroll (excluding owners or officers): \$ _____ Annual gross receipts: \$ _____
5. Does applicant own any other business? Yes No.
If yes, describe: _____
6. Prior carrier: _____
7. Prior losses: Yes No.
If yes, advise dates, descriptions, amount paid: _____
8. Was any policy cancelled or non-renewed in the past 3 years: Yes No.
If yes, please explain: _____

SUBMIT, DO NOT RATE:

- | | |
|-----------------------------------|--|
| More than 1 Cart. | Non-food products manufactured by the applicant. |
| Any loss in the past three years. | Permanent booths. |
| Toys or dolls. | Uncooked fish. |
| Alcoholic Beverage Sales. | Rental Operations. |
| Foreign Products. | Any deviation to the program. |

COMMERCIAL GENERAL LIABILITY

Includes:

- \$2,000,000 General Aggregate / \$1,000,000 Occurrence Limits
- Premises Operations
- Products / Completed Operations
- Personal & Advertising Injury
- \$100,000 Fire Legal (any one fire)
- \$5,000 Medical Payments (any one person)
- No deductible required
- Additional Interests available at no additional charge

Subject to:

- 100% Fully Earned Premium.
- 100% Deposit.

Exclusions:

- Liquor Legal Liability

Additional Insured - Name & Address: Interest: _____

FLAT CHARGE PREMIUM:

WITHOUT TERRORISM COVERAGE

Premium: \$500.00
 Taxes: \$ 16.25
 Broker Fee: \$175.00
 Total: \$691.25
 Net required \$641.25

WITH TERRORISM COVERAGE

Premium: \$ 525.00
 Taxes: \$ 17.06
 Broker Fee: \$ 175.00
 Total: \$ 717.06
 Net required: \$ 664.56

Commission: 10% 100% Fully Earned Premium No Flat Cancellations

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE OR COMMIT THE COMPANY TO POLICY ISSUANCE
100% Deposit Required (less commission)

Require: Fully completed original signed application, Terrorism & Disclosure forms
The Applicant & Agent represent that the statements are true and that no material facts have been misstated

Applicant's Signature Date Producer's Signature Date

2492 Walnut Ave. Suite 250, Tustin, CA 92780 - 6963
 P. O. Box 2406 Tustin, CA 92781 - 2406
 PHONE: (714) 505 - 8200 ♦ (800) 310 - 1303 / FAX: (714) 730 - 1816 ♦ (800) 842 - 3076
AUTO FAX (800) 439 - 9319
 Web site address: <http://www.ric-ins.com> E-Mail address: ricins@ric-ins.com



SCOTTSDALE INSURANCE COMPANY®

POLICYHOLDER DISCLOSURE

**NOTICE OF TERRORISM
INSURANCE COVERAGE**

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts 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 certain air carriers or vessels or the premises of a United States mission; 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.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government 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 the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States 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.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

NOTE: In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

	I hereby elect to purchase certified terrorism coverage for a premium of \$ <u>25</u> . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
	I hereby reject the purchase of certified terrorism coverage.

Policyholder/Applicant's Signature

Named Insured/Firm

Print Name

Policy Number, if available

Date

NOTICE:

- 1. THE INSURANCE POLICY THAT YOU [HAVE PURCHASED] [ARE APPLYING TO PURCHASE] IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED**

STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date: _____

Insured: _____

D-1 (Effective July 21, 2011)