



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

PROGRAM CONTACT:

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PH: 800.452.5376

ALL SUBMISSIONS SHOULD BE SENT TO:

submission@fairviewinsurance.com

BROKER GUIDELINES:

- 1. 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

- 2. 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.
- 3. 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.

Note* A Broker of Record on business we write directly will not be honored by our office.



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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.)

(10/21/2023)



**Fairview Equipment Dealers Program
Supplemental Application**

<u>Named Insured:</u>		<u>Effective Date:</u>	
Fairview		<u>Need by Date:</u>	
<u>Questions</u>	<u>Yes</u>	<u>No</u>	<u>Details/comments</u>
A. General Liability - Underwriting			
1. List main manufacturer franchises represented:			
1a. Does Manufacturer provide additional insured status to dealer and a certificate of insurance.			
1b. Are all of your suppliers of equipment, parts, and accessories have a US insurance policy?			
2. Are sales and service personnel trained and/or certified by the Manufacturer? Please Describe			
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?			
5. Are any types of equipment rented with an operator? If yes, which equipment?			
6. Do you modify, design, or build any equipment? If yes, please describe:			
7. Does your business include any manufacturing operations? If yes, please describe:			
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:			
8a. Estimated receipts of as % of revenue: \$ from sale of Allied products:			
9. What is the maximum height of equipment?			

<u>B. Breakdown of Receipts by Location</u>	<u>Location # 1</u>	<u>Location # 2</u>	<u>Location # 3</u>
Sales			
Short Term Rental Only - Receipts Rentals of Less than one (1) month - ie: Daily, Weekly			
Repair, Installation & Service Receipts:			
	<u>Location # 4</u>	<u>Location # 5</u>	<u>Location # 6</u>
Sales			
Short Term Rental Only - Receipts Rentals of Less than one (1) month - ie: Daily, Weekly			
Repair, Installation & Service Receipts:			
	<u>Location # 7</u>	<u>Location # 8</u>	<u>Location # 9</u>
Sales			
Short Term Rental Only - Receipts Rentals of Less than one (1) month - ie: Daily, Weekly			
Repair, Installation & Service Receipts:			
	<u>Location # 10</u>		
Sales			
Short Term Rental Only - Receipts Rentals of Less than one (1) month - ie: Daily, Weekly			
Repair, Installation & Service Receipts:			
	<u>Gross Sales Overall</u>		
Total Sales Current Year	\$0		
Total Rental Receipts Current Year	\$0		
Total Repair/Service Current Year	\$0		
Total Revenue from Prior Year			
Total Revenue from 2 years prior			
Total Revenue from 3 years prior			

<u>C. Equipment Rental</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Do you sell or service cranes? If Yes, please describe operation.			
2. Do you rent, sell or erect scaffolding or ladders? If yes, please describe and give total receipts (\$).			
3. Do you rent shoring Equipment? If yes, please describe and give total receipts (\$).			
4. Do you rent equipment to non-commercial users? (individuals) If yes, please describe.			
4a. Estimated % of rental/leasing to non-commercial users:			
5. Are all rental customers provided with written operating instructions as well as verbal instructions? Explain:			
6. Is each rental customers drivers licence verified and kept on file?			
7. Is a credit card kept on file for each customer?			
8. Is a credit report obtained for each customer?			
9. Is manufacturer recommended safety equipment provided for all rental customers?			
10. Describe the notifying instructions provided to customers in the event equipment is damaged or deficient while in customers possession:			
11. Do all rental customers sign a rental agreement?			
12. Are customers required to provide a certificate of insurance prior to rental?			
13. Are customers required to provide a copy of their insurance policy prior to rental?			
14. Are customers required to name your company as an additional insured on their policy prior to rental?			
15. Are any of the following types of equipment available for rent: Camper Trailers, Sporting Equipment, Amusement devices or carnival rides, Medical Equipment, Personal Watercraft, Motorcycles or all terrain vehicles, Party Rentals, Snowmobiles or Golf Carts			
16. Is there a lock-out/tag-out system?			

Inland Marine	Yes	No	
1. When renting equipment, do you offer a Loss Damage Waiver?			
2. Are buildings equipped with burglar alarms/central station?			
3. Does camera surveillance cover the inside of the premises?			
4. Does camera surveillance cover the outside of the premises?			
5. Do exterior lights remain on all night and illuminate dark areas of premises?			
6. Is equipment stored in such a way that equipment cannot be removed from premises without causing property damage?			
7. Please describe additional security measures at each location:			
8. Is a lock out/tag out system used?			
9. Is equipment enabled with GPS tracking?			
10. Are employee tools kept in service vehicles overnight or for extended periods of time?			
11. What is the cost of the most expensive piece of equipment you may have in stock at any time?			
12. What is the cost of the most expensive piece of equipment you may transport at any time?			
Breakdown of Equipment Inventory by Location			
Value of Equipment on Premises awaiting Sale/Rent/Prop of Others:	Location # 1	Location # 2	Location # 3
Inside Building			
Outside Building			
	Location # 4	Location # 5	Location # 6
Inside Building			
Outside Building			
	Location # 7	Location # 8	Location # 9
Inside Building			
Outside Building			
	Location # 10		
Inside Building			
Outside Building			

Auto Underwriting	Yes	No	
1. Is a driver application form completed for each employee that drives a vehicle?			
2. Are MVR's checked prior to hiring?			
3. Is the hiring of new drivers subject to MVR review?			
3a. If not, is employment contingent on the MVR if checked post-hire?			
4. Do you maintain the approved driver files as required by DOT regulations for all drivers with CDL's			
5. Do you have a written disciplinary action plan for drivers with MVR violations?			
6. Describe the current disciplinary plan for drivers with MVR violations:			
7. If there is no Driver Disciplinary Action Plan in place, are you willing to implement one?			
8. Are company owned vehicles used for personal use?			
9. Is there a written policy for personal use of company vehicles?			
10. Do any employees use their own personal vehicles for business use? If yes, please elaborate			
11. Do you require minimum liability limits of \$500,000 Combined Single Limit for personal auto policy covering these individuals?			
12. Are MVR's obtained on all family members if there is personal use?			
13. Do you loan or rent your autos/trucks for use on public roads?			
14. Are non-owned autos/trucks held for service/repair, or storage? If yes, please explain			
15. Is scheduled maintenance and servicing performed at suggested mileage intervals by qualified mechanics?			
16. Do you retain and review maintenance logs for vehicles on a regular basis?			
17. Do you rent or hire autos from others to transport equipment?			
18. If yes, do you obtain Certificate of Insurance?			
19. Do you deliver equipment on your own?			

Garage/Dealer			
Class of Operators:	Location # 1	Location # 2	Location # 3
Class 1A - Full Time Regular Operators/Employees:			
Part time Regular Operators/Employees:			
All Other Full Time Employees:			
All Other Part Time Employees:			
Class IIA - Non Employees - Under Age 25			
Non Employees All Other Age 25 and older:			
Dealer Plates			
Dealers Physical Damage			
Limit \$			
Garagekeepers Liability			
Limit \$			
	Location # 4	Location # 5	Location # 6
Class 1A - Full Time Regular Operators/Employees:			
Part time Regular Operators/Employees:			
All Other Full Time Employees:			
All Other Part Time Employees:			
Class IIA - Non Employees - Under Age 25			
Non Employees All Other Age 25 and older:			
Dealer Plates			
Dealers Physical Damage			
Limit \$			

Garagekeepers Liability			
Limit \$			
	<u>Location # 7</u>	<u>Location # 8</u>	<u>Location # 9</u>
Class 1A - Full Time Regular Operators/Employees:			
Part time Regular Operators/Employees:			
All Other Full Time Employees:			
All Other Part Time Employees:			
Class IIA - Non Employees - Under Age 25			
Non Employees All Other Age 25 and older:			
Dealer Plates			
Dealers Physical Damage			
Limit \$			
Garagekeepers Liability			
Limit \$			
	<u>Location # 10</u>		
Class 1A - Full Time Regular Operators/Employees:			
Part time Regular Operators/Employees:			
All Other Full Time Employees:			
All Other Part Time Employees:			
Class IIA - Non Employees - Under Age 25			
Non Employees All Other Age 25 and older:			
Dealer Plates			
Dealers Physical Damage			
Limit \$			
Garagekeepers Liability			
Limit \$			

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. |**

Workers Compensation	Yes	No	
1. Do all new hires complete an application for employment?			
2. Do you have a Human Resources Department?			
3. Is there a designated individual in charge of the Human Resources Department?			
4. Do you have a formal safety training program?			
5. Do you have a full time safety director?			
6. Please provide details of the duties of the safety director:			
7. Do you maintain a written safety training manual?			
8. Do all employees receive a copy of a written training manual upon hiring?			
9. Do you require employees to wear Personal Protective Equipment?			
10. Please describe Personal Protective Equipment required to be worn by employees:			
11. Do you supply employees with the appropriate Personal Protective Equipment?			
12. Please describe the accident investigation process:			
13. Who is responsible for overseeing/implementing the accident investigation process?			
14. Do you have regular safety meetings? If yes, how often?			
15. 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?			



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 70% of receipts from the sales/repair/leasing of material handling and construction equipment including, but not limited to, the following:

- Material Handling Equipment
- Construction Equipment
- Lifting Equipment
- Agricultural Equipment
- Forestry Equipment
- Miscellaneous Equipment Dealerships

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

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
- 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.



Coverages Available

**Equipment Dealers'
Property
General Liability
Inland Marine
Workers' Compensation
Commercial Automobile**

**Umbrella
Crime
Cyber Suite
Gargae Liability
Pollution Liability**

Program Details

Property Enhancements

- Property Extension Endorsement (Broadest Form)
- Agreed Value Form
- Blanket Replacement Cost coverage for Building, BPP and BI
- Property in Transit
- Property off- Premises
- Tools Owned by Employees

Inland Marine Enhancements

- Replacement Cost Basis
- No Coinsurance
- Equipment Leased and Rented to Others
- Fraud / Deceit
- Owned Tools – Included in equipment limit
- Equipment In Transit Limit

General Liability

- Broad Form Products
- General Liability Enhancement Endorsement (Broadest Form)
- Primary/Non Contributory Endorsement
- Blanket Additional Insured
- Blanket Waiver of Subrogation
- Blanket Vendor Coverage

Commercial Auto Enhancements

- Auto Deluxe Coverage Enhancement Endorsement (Broadest Form)
- Rental Reimbursement
- New Vehicle Replacement Cost
- Primary & Non Contributory basis
- Additional Insured when required by Written Contract
- Waiver of Subrogation when required by Written Contract



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.



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 _____

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: _____



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