

12 ANSWER ALL QUESTIONS IF "YES" TO (g), (h), (i), (n)—DO NOT BIND

YES NO

- (a) Is Applicant required to comply with Motor Carrier Act of 1980?
- (b) Does Applicant sell, store or deliver butane or propane?
- (c) Does Applicant recap or retread tires?
- (d) Does Applicant perform spray painting? If yes, describe.
Is a booth used? If yes, describe
- (e) Does Applicant do welding for other than own garage business?
- (f) Does Applicant maintain a junkyard? If yes, the operation will be specifically excluded.
- (g) Is applicant an auto wholesaler or broker?
- (h) Does Applicant have a towing contract with a municipality, Auto Club, etc.? (For whom and radius?)
- (i) Does Applicant pick up or deliver autos regularly (twice a month or more often) beyond 50 miles? (How far and where?)
- (j) Does Applicant own a toter or a haulaway (vehicle carrier)?
Give vehicle capacity.
- (k) Does Applicant install airbags?
Does Applicant disconnect airbag switches? If "Yes," please describe experience and certification.
- (l) Does Applicant own a fuel tank truck or trailer?
- (m) Does garage loan, rent or lease vehicles?
- (n) Is Applicant involved in any manufacturing, assembly or customizing?
- (o) Does Applicant own premises?
- (p) Does Applicant conduct any other business at insured premises?
- (q) Does Applicant rent any part of premises to others?
- (r) Does Applicant, partner or officer reside at business premises?
- (s) Is a guard dog or firearm kept on premises? If "Yes," what kind?
- (t) Has Loss Control Inspection been ordered?
- (u) Are you submitting other related apps?
- (v) Does this app cause a change on an existing ERIE policy?
- (w) Does Applicant own a race car? If "Yes," DO NOT BIND. Call Underwriter.
- (x) Have you ever permitted unaccompanied or overnight test driving of your vehicles? If "Yes," explain

CONSULT HOME OFFICE BEFORE BINDING IF UNACCOMPANIED OR OVER NIGHT TEST DRIVES ARE PERMITTED.

25 WARNING: An incorrect answer, intentional or not, to any question below may jeopardize the acceptance of this application. If the answers to any of the following are "Yes," give name and requested details below. (Attach additional sheet if necessary.)

- Has Applicant or any Driver** YES NO
- (a) Had any auto insurance refused, cancelled or expired in the past 5 years or been excluded or restricted on a policy in the past 5 years? YES NO
In either case, give name of company, policy no., date, reason if known
 - (b) Been required to file evidence of financial responsibility in past 5 years? (Give year and reason) YES NO
 - (c) Had driver's license revoked or suspended in past 5 years? (If "Yes," list driver and give date and reason) YES NO
 - (d) Received a ticket for speeding or any other vehicle code violation within the past 5 years? YES NO
(If "Yes," give date and description of violation(s). If speeding, include your actual speed and the speed limit.)
 - (e) Ever been arrested for ANY reason? (Give date, place of arrest, conviction and penalty) YES NO
 - (f) Had a physical or mental impairment or disability or other medical infirmity? Identify any such condition (e.g., heart, diabetes, epilepsy, hearing/sight/limb loss, back condition or other medical infirmity), its duration and treatment obtained and/or medication prescribed. YES NO
 - (g) Any comprehensive losses (deer, fire, glass breakage, theft, etc.) in past 5 years? (Describe) YES NO
 - (h) Had any garage premises/operations or products completed/operations losses in past 5 years? YES NO
 - (i) Refused to submit to a chemical test or been given probation before judgment for an alcohol violation in the past 3 years? YES NO
 - (j) While driving a motor vehicle, been involved in an accident or reported a claim to an insurance company during past 5 years (3 years MD)? YES NO

MD ONLY

List driver(s) and describe all incidents, regardless of who was at fault under No. 26 below.

(NOTE FOR DC APPLICANTS: Question 25 (a) not applicable and for questions 25 (b), (c), (d), (g), (h) & (j), ask for 3 year record only.)
(NOTE FOR MD APPLICANTS: For Questions 25 (a), (b), (c), (d), (g), (h) & (j), ask for 3 year record only. Also ask 25(i).)
(NOTE FOR WI APPLICANTS: Question 25 (f) not applicable.)

26 Accident Date	Driver's Name	Drives Auto	Describe accident (any loss other than comp—example: sliding into a ditch.) List \$ amount of damage, who paid, vehicle's owner, etc. If not subject to DDP, explain why.
		#	
		#	
		#	

27 If applying for other coverage (Priv. Pass. Auto, HomeProtector, WC) at this time, list type of policy(ies):

INSURANCE RECORD

- Current auto insurer **Erie Insurance Exchange**
Policy No. **Q12-2303854**
- If no current insurer, list comp- any last insured with and when
- If previously insured with "ERIE," when
Policy No.
Name in which policy was written
- If residing with other "ERIE" Policyholder or applicant,
name
relationship
Policy No.
- Policy No. of any in-force policy(ies) issued to the Applicant by The ERIE Effective date(s)

AGENT—WARNING:
 (a) Do not bind risks that have been previously cancelled or declined or not renewed.
 (b) Do not bind risks with a physical or mental impairment or disability.
 (c) Do not bind Franchised Dealers.
 (d) Do not bind Non-Franchised Dealers with 5 or more Class I Employees.
 (e) Do not bind Fleets (5 or more self-propelled vehicles under one ownership).

DO YOU CONSIDER THIS AN ACCEPTABLE RISK? I certify that I have read to the Applicant all of the questions as they are printed on this application. I further certify that I have included all answers as given by the Applicant.
 Agent's Signature *[Signature]* Date **4-2-08**

Submit Other Information:

- AUTO DEATH & DISABILITY UF-1149
- CERTIFICATION AS AN EXEMPT COMMERCIAL PH – MD UF-2089
- WAIVER OF PIP – MD UF-1672

29 Spoke with underwriter Cori Brown. Ok to issue with a 15% credit.

OTHER PERTINENT INFORMATION

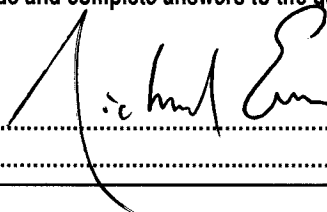
DC APPLICANT(S) PLEASE READ	WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.
PA APPLICANT(S) PLEASE READ	ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN 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 CIVIL PENALTIES.
TN & VA APPLICANT(S) PLEASE READ	IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.
WEST VIRGINIA APPLICANT(S) PLEASE READ	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.
OTHER APPLICANT(S) PLEASE READ	ANY PERSON WHO KNOWINGLY FILES AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION, MAY BE SUBJECT TO CRIMINAL AND/OR CIVIL PENALTIES.

APPLICANT(S) TO ERIE INSURANCE PROPERTY & CASUALTY COMPANY SIGN HERE	I certify that I have given true and complete answers to the questions in this application.
	APPLICANT'S SIGNATURE Date..... TITLE

The Subscriber ("you" or "your") agrees with the other Subscribers at ERIE INSURANCE EXCHANGE ("ERIE"), a Reciprocal/Inter-Insurance Exchange, and with their Attorney-in-Fact, the Erie Indemnity Company ("we" or "us"), a Pennsylvania corporation with its Home Office in Erie, Pennsylvania, to the following:

- 1) You agree to pay your policy premiums and to exchange with other ERIE Subscribers policies providing insurance for any insured loss as stated in those policies.
- 2) You appoint us as Attorney-in-Fact with the power to: a) exchange policies with other ERIE Subscribers; b) take any action necessary for the exchange of such policies; c) issue, change, non-renew or cancel policies; d) obtain reinsurance; e) collect premiums; f) invest and reinvest funds; g) receive notices and proofs of loss; h) appear for, compromise, prosecute, defend, adjust and settle losses and claims under your policies; i) accept service of process on behalf of ERIE as insurer; and j) manage and conduct the business and affairs of ERIE, its affiliates and subsidiaries. This power of attorney is limited to the purposes described in this Agreement.
- 3) You agree that as compensation for us: a) becoming and acting as Attorney-in-Fact; b) managing the business and affairs of ERIE; and c) paying general administrative expenses, including sales commissions, salaries and employee benefits, taxes, rent, depreciation, supplies and data processing, we may retain up to 25% of all premiums written or assumed by ERIE. The rest of the premiums will be used for losses, loss adjustment expenses, investment expenses, damages, legal expenses, court costs, taxes, assessments, licenses, fees, any other governmental fines and charges, establishment of reserves and surplus, and reinsurance, and may be used for dividends and other purposes we decide are to the advantage of Subscribers.
- 4) You agree that this Agreement, including the power of attorney, shall have application to all insurance policies for which you apply at ERIE, including changes in any of your coverages.
- 5) You agree to sign and deliver to us all papers required to carry out this Agreement.
- 6) This Agreement, including the power of attorney, shall not be affected by your subsequent disability or incapacity.
- 7) This Agreement is and shall be binding upon you, us, and all executors, administrators, successors and assigns.

I certify that I have given true and complete answers to the questions in this application.

APPLICANT(S) TO ERIE INSURANCE EXCHANGE SIGN HERE	In witness whereof the Subscriber hereto sets his hand and seal		Date <u>4/02/08</u>
	SUBSCRIBER'S SIGNATURE TITLE <u>OWNER</u>		

THOME

INSURANCE AGENCY INC.

189 Ridgeview Road S., Suite 3 • P.O. Box 326 • Elizabethtown, PA 17022-0326
Phone: 717-367-1580 • Fax: 717-367-9642
www.thomeinsurance.com

COMMERCIAL AUTO CHECKLIST

Insured: ATTENTION "2" DETAILS¹², RICHARD L. W. EVANS D/B/A

Policy #: Q04-0280173

Insured is: individual partnership corporation LLC

Covered autos: Owned autos
 Nonowned autos
 Hired autos
 Trailers

Yes/No

- NO 1. Do you hire, rent or borrow any autos in your business? (Liability exposure.)
- NO 2. Physical damage for Hired Autos?
- NO
NO 3. Is an auto furnished to any employee?
Is "drive other car coverage" wanted?
- NO 4. Do you want "Rental Auto" coverage?
- NO 5. Do you want Loss of Use – Income Protection coverage?
- NO 6. Any "Additional Insureds" to be listed on policy?
- NO 7. Pollution coverage for transportation of pollutants? (see waiver)
- YES 8. Do you have any Garage Liability exposure?
- YES 9. Current list of all drivers? (attach list)
10. What is your hiring standard for new drivers?
11. Who is your GL carrier? _____

Applicant

Date

04/02/08

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Attention "2" Details" *AE*
Richard L. W. Evans D/B/A
51 Bullrush Landing
Elizabethtown, PA 17022

April 2, 2008

Re: Commercial Auto Policy

There is a gap in your commercial auto insurance coverage!

Page 8 Exclusion 17 says – **“We do not cover bodily injury or property damage arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:**

a. that are , or that are contained in any property that is:

- 1) being transported or towed by, or handled for movement into, onto or from an auto we insure;”**

You can purchase \$25,000 coverage per pollution incident. The annual cost would be \$100.

I acknowledge that I have been offered coverage for the transportation of pollutants by an auto.

My signature indicates that I have rejected this coverage.

[Handwritten Signature]

Signature

04/02/08

Date



An Independent Agent Representing
ERIE INSURANCE GROUP