

# ONYX INSURANCE COMPANY, INC. A RISK RETENTION GROUP

237 Kearny Street, #143  
San Francisco, CA 94108

## PERMISSIVE USER

The undersigned insured hereby acknowledges and agrees that, pursuant to the policy, in the event a driver who has not been approved by the company and is not scheduled under the policy of insurance, and such driver is involved in an accident while driving the insured's scheduled vehicle, the company pursuant to the policy and in compliance with state law may reduce the limit of liability to the minimum state requirements in effect at the time of the accident.

## INSURED WARRANTY AFFIRMATION

The undersigned insured warrants that all information has been provided to the producer of record who in turn has submitted this to Onyx Insurance Company, Inc. - A Risk Retention Group. The information includes:

- A) Prior carrier(s) and loss information for the last three years (if have been in business for that period of time);
- B) Any cancellations by a carrier within the last three years (if have been in business for that period of time);
- C) Up to date within the last 60 days loss information;
- D) Any material changes in operation to include information on any prior names the company has operated under.

I know of no information that would have a material impact on my automobile coverage.

## UNINSURED / UNDER-INSURED MOTORISTS

The undersigned insured acknowledges that he/she has been given the option for the purchase and/or opting out of uninsured and/or under-insured motorists coverage as per the specific state requirements. The policy declaration page notates the coverage elected by the insured.

## RISK MANAGEMENT, CLAIM REPORTING & CAMERA REQUIREMENTS

The undersigned insured acknowledges that this insurance policy has important requirements concerning drivers, vehicles, cameras, and the reporting of accidents.

The Insured agrees to do the following:

- A) All new drivers, hired on or after date of inception, must be submitted for prior approval to Onyx to confirm their insurability; and coverage for the driver(s) is not effective until receipt of written approval from Onyx;
- B) All vehicles added on after the date of inception must be submitted to Onyx, and coverage will be effective upon confirmation from Onyx;
- C) All covered autos must have a properly installed video camera approved by us and which is turned on and properly functioning, within 10 days of the Policy Effective Date or within 7 days of the receipt of the cameras.
- D) In the event an accident or incident occurs 10 days after the Policy Effective Date or after the 7 day period granted for installing the camera, and the camera is not properly installed, turned on, properly functioning and/or we are not provided with working video which fully depicts the accident in question, then a \$2,500 fee will be assessed.
- E) Within the first year in the event that the policy is canceled for failure to pay premiums or any other reason, the insured agrees that it will be obligated to repay to the insurance company the cost of the cameras provided by Onyx.
- F) ALL accidents or incidents, regardless of fault, are to be reported to Onyx within 24 hours or if a weekend 36 hours. In the event of an accident or incident involving any bodily injury, the accident or incident must be reported immediately to Onyx (Do not wait for a police report). THIS REGULATION IS REQUIRED SO THAT ONYX CAN PROTECT YOUR INTERESTS. Failure to report an accident or incident within 5 days of its occurrence may result in a \$500 fee.
- G) Insured confirms and warrants that the underwriting and loss information is correct as submitted. Failure to provide correct information can result in a voidance of the policy.
- H) It is agreed that all drivers will use seatbelts and advise their passengers to fasten seatbelts.

Failure to abide by any of these requirements may result in the claim being denied and/or cancellation of your policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME