



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF INSURANCE

500 Mero Street
P.O. Box 517
Frankfort, KY 40602

ATTACH A \$200
FILING FEE MADE
PAYABLE TO THE KY
STATE TREASURE
PER 806 KAR 4:010

APPLICATION FOR MOTOR VEHICLE SELF-INSURANCE

Pursuant to KRS 304.39-080(7) and 806 KAR 39:050

The undersigned entity, desiring to be self-insured for the purposes of Subtitle 39 of Chapter 309 of the Kentucky Revised Statutes, submits the following application to the Commissioner of Insurance:

1. Name of Applicant _____

2. Principal Address of the Applicant _____

Number Street

City State

3. Principal Office of Applicant in Kentucky

(If different from 2 above)

Number Street

City State

4. The Applicant is _____

(State whether individual, partnership, limited partnership, corporation, or governmental entity.)

5. The Agent upon whom legal process should be served is _____

6. List the name and address of the owner. If a proprietorship; all partners, if a partnership, the principal officers and directors, if a corporation; officers, if a governmental entity.

7. Does this application for Self-Insurance apply to subsidiaries of the applicant if any?

Yes () No ()

If Yes, list those subsidiaries to which it applies.

8. If the Applicant is a subsidiary, give the name and address of the parent corporation.

Name

Number

Street

City

State

Zip

9. List the number, types and identification number of all motor vehicles owned or leased by the applicant and to which self-insurance will apply. For definition of motor vehicle, see, KRS 3404.39-020(7).

(Attach schedule if additional space is needed.)

10. The security required by the Act may be in the form of:

- (a) Surety bond by an insurer authorized to do business in Kentucky and in the form prescribed by the commissioner; or
- (b) A deposit of securities or other assets of the type which may be deposited pursuant to KRS 304.8-030. The commissioner may require such assets to be deposited pursuant to KRS 304.8-095.

11. In consideration of the approval of this application, the applicant hereby agrees as follows:

- (a) To furnish security required by 806 KAR 39:050, to continue in such amounts at such times as are required by the regulation; and

- (b) If not a governmental entity as defined in KRS 304.39-080, to pay tort liabilities and basic reparation benefits, to participate in the Kentucky Assigned Claims Plan and the Kentucky Insurance Arbitration Association, and to perform all other obligations imposed by Subtitle 39 of KRS Chapter 304. It is assumed that liability limits of \$25,000/\$50,000/\$10,000 will be provided unless the applicant files with the Department of Insurance a written commitment to provide a single limit of \$60,000, or other limits selected by the applicant; or

- (c) If a governmental entity as defined in KRS 304.39-080, to pay (check either or both)
 - () tort liabilities on the basis of \$25,000/\$50,000/\$10,000, unless the applicant has filed with the Department of Insurance a written commitment to provide a single limit of \$60,000 or other limits selected by the applicant.

 - () basic reparation benefits.

If basic reparation benefits are to be provided, the applicant further agrees to participate in the Kentucky Assigned Claims Plan and the Kentucky Insurance Arbitration Association. The applicant agrees to perform all other obligations imposed by Subtitle 39 of KRS Chapter 304.

12. Please indicate whether the applicant intends to apply a deductible to basic reparation benefits (See, KRS 304.39-140(4)) and, if so, please indicate the amount of the deductible.

13. Applicant should submit as Annex A to this application, his most current balance sheet. Annual report to shareholders will suffice, if it specifically contains all the information listed on the following page. The balance sheet so submitted should reflect whether it is audited and certified. If no audited or certified balance sheet by a certified public accountant is available, explain why and complete the financial information on page 5.

I, _____

(Name of individual, partner, or officer or agent of the corporation or governmental entity)

acknowledges that I am _____ (sole owner,

partner, or title if corporate or governmental officer) of _____

and that the foregoing application and annexes attached hereto are true to the best of my

knowledge and belief.

Name _____

Title _____

COMMONWEALTH OF _____

COUNTY OF _____

The foregoing Application for Self-Insurance was subscribed and sworn to before me this
_____ day of _____, 20____, by _____

(Name of individual, partner, or officer or agent of the corporation or governmental entity)

STATEMENT OF ASSETS AND LIABILITIES

as of last closing date _____, 20 _____

	<u>Assets</u>	
Cash	_____	\$ _____
Trade notes and accounts receivable	_____	_____
(a) Less allowance for bad debts	_____	_____
Inventories	_____	_____
Other current assets (attach schedule)	_____	_____
Loan to stockholders or partners	_____	_____
Mortgage and real estate loans	_____	_____
Other investments (attach schedule)	_____	_____
Buildings and other fixed depreciable assets	_____	_____
(a) Less accumulated depreciation	_____	_____
Depletable assets	_____	_____
(a) Less accumulated depletion	_____	_____
Land (net of any amortization)	_____	_____
Intangible assets (amortizable only)	_____	_____
(a) Less accumulated amortization	_____	_____
Other assets (attach schedule)	_____	_____
Total assets	_____	\$ _____

Liabilities and Net Worth

Accounts payable		\$ _____
Mortgages, notes, bonds payable in less than one (1) year	_____	_____
Other current liabilities (attach schedule)	_____	_____
Loans from stockholders or partners	_____	_____
Mortgages, notes, bonds payable in one (1) year or more	_____	_____
Other liabilities (attach schedule)	_____	_____

Capital stock, if any:		_____
(a) Preferred stock		
(b) Common stock	_____	
Paid-in or capital surplus, if any	_____	
Retained earnings		_____
Less cost of treasury stock		_____
Net worth of Corporation, or		_____
Net worth of Partnership, or		_____
Net worth of Individual, or		_____
Net worth of Governmental Entity		_____
Total liabilities and net worth		_____

*Must be less than one (1) year old.

Commissioner of Insurance
Kentucky Department of Insurance
P.O. Box 517
Frankfort, Kentucky 40602

IRREVOCABLE LETTER OF CREDIT

Dear Commissioner:

As a duly authorized officer of the _____
(Bank)

_____, I hereby certify that the _____
(Address of Bank)

_____ has caused this bank to establish irrevocable credit to your account in the sum of \$200,000.00 for the sole purpose of serving as security for the obligation of the _____ to provide payment for tort liabilities or basic reparation benefits pursuant to KRS 307.39-080, 806 KAR 39:050, and all other provisions of KRS Chapter 304.39. Said credit shall be payable only upon your order certifying that the _____ has improperly denied payment for tort liabilities or basic reparations pursuant to KRS 304.39-080, 806 KAR 39:050, and all other provisions of KRS Chapter 304.39.

The aforementioned credit shall expire when it is exercised and [aid or otherwise released in accordance with your order as Commissioner or when the motor vehicle self-insurance status of the _____ is revoked or otherwise terminated, provided, however, it will not expire until thirty (30) days prior written notice has been given to the _____ and to the Commissioner.

Unless otherwise expressly stated, this credit is subject to Article 5 of the Uniform Commercial Code as set forth in KRS Chapter 355.5.

Done this _____ day of _____, 20__.

Name of Bank

BY: _____
Officer

Title

KENTUCKY NO-FAULT SELF-INSURER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

As Surety, and _____

_____ as Principal, are bound in the sum of _____

The purpose of this bond is to provide security for the Principal's obligation to provide payment for tort liabilities, basic reparation benefits, or both, pursuant to KRS 304.39-080, 806 KAR 39:050, and all other provisions of KRS Chapter 304.39.

Now, therefore, the condition of this obligation is such that, if the above bound Principal shall fulfill the obligations under KRS 304.39-080, 806 KAR 30:050, self-insurance, and all other provisions of KRS Chapter 304.39, then this obligation shall be void, otherwise to remain in full force and effect, subject, however, to the following express conditions:

1. This is a continuous bond and shall remain in force and effect until terminated by the Surety, as hereinafter provided, or until the Principal's status as a self-insurer has been revoked or terminated by the Department of Insurance and in either of such events the Surety shall have no further liability except for the said obligations of the Principal.

2. This bond may be terminated by the Surety by written notice of its intention to do so to the Commonwealth of Kentucky, Department of Insurance, 500 Mero Street, P.O. Box 517, Frankfort, Kentucky 40602, and by giving written notice thereof to the Principal, in which event the Surety's liability shall terminate at the expiration of sixty(60) days from the date such notice was filed not earlier.

In witness whereof, the Principal and Surety have hereunto set their hands and seals this _____ day of _____, 20____.

Attest:

BY: _____

BY: _____

(Witnesses)