

Contingent Motor Truck Cargo Application

Section 1 – General Information

Name of Insured: _____

Name of Principal Owner: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email / Website address: _____

Date business established: _____

Please list any commonly owned companies _____

Do you ever broker loads to a motor carrier in which you have ownership interest? _____

Section 2 – Operation Information

Type of Operation: Freight Brokerage Freight Forwarding

DOT # _____ MC #: _____

Section 3 - Type of Freight Managed: (please be specific)

Type of cargo	Ave. Value per load	Max. Value per load	% of total loads
Machinery			
Tobacco			
Produce			
Chilled Food			
Frozen Food			
Building Materials			
Seafood			
Boats			
Containers			
Used Autos			
New/High Value Autos			
Household Goods			

The following interests are **excluded** under the basic policy form: Accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry &/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap or ingot form including Copper in any form, furs, alcohol, liquor, beer, wine, garments (defined as: items of clothing, including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like), seafood unless canned, and electronics (defined as: all items of consumer and commercial electrical appliances and instruments including but not limited to radios, stereos, televisions, computers, computer software, hard drives, chips, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fis, CD players and the like and pharmaceutical products, Tires.

Are any of the above excluded Commodities managed by the applicant? Yes No

If yes, please describe:

Are any Hazardous Commodities handled by the applicant? ? Yes No

If yes, please describe:

Section 4 – Insurance Information

What steps do you take to verify the Motor Carriers you do business with?

Estimated Gross Receipts for upcoming year: \$ _____

Gross Receipts 3 prior Year: \$ _____

\$ _____

\$ _____

Have the insured ever have coverage of this type cancelled or non-renewed? Yes No

If Yes, Explain: _____

Limits of Coverage Required: \$ _____ Deductible: \$ _____

Refrigeration Breakdown Coverage: Yes No

Date Coverage Required: _____

Prior Insurance Carrier(s):

20 _____ - _____

20 _____ - _____

20 _____ - _____

Loss History – Prior 3 Years **(N/A is NOT acceptable, if NO LOSSES please indicate)**

Additional Insureds &/or Waiver of Subrogation **(A/I cannot be a motor carrier):** _____

Additional Comments:

This application shall not be binding on the Underwriters unless and until a contract of insurance shall be issued and delivered in accordance herewith and then only as of the commencement date of said Insurance and in accordance with all terms thereof and the said Applicant hereby covenants and agrees to and with the Underwriters that the foregoing statements and answers are a just, full and true exposition of all the facts and circumstances with regard to the risk to be insured, insofar as same are known to the Applicant, and the same are hereby made the basis and condition of the Insurance.

SIGNED AT:

This _____ day of _____, 20_____

By: _____

(APPLICANT)

(Applicant should state official position)

AGENT

: _____

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY.

CONTINGENT TRANSIT ENDORSEMENT
(TRUCK BROKERING) version 3/ 04.04.19

For the purpose of this endorsement the word “subcontractor” shall mean the trucking company which physically transports the cargo.

In consideration of the additional premium charged it is hereby noted and agreed that irrespective of exclusion (m), this policy is extended to include the Insured’s liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

- 1) It is a condition precedent to coverage under this policy that the Insured obtains written evidence of each subcontractor’s current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.
- 2) It is a condition precedent to coverage under this policy that this written evidence shows that the subcontractor’s insurance is in effect at the time the cargo is transported.
- 3) It is a condition precedent to coverage under this policy that the conditions of this policy shall not provide broader cover than the conditions of the subcontractor’s motor truck cargo policy.
- 4) Notwithstanding the Exclusion list in the BF15 wording attached hereto the following are also excluded herein:
 - a) Hazardous Waste
 - b) Intermodal containers.
 - c) Contraband, property in the course of illegal transportation.
- 5) Notwithstanding the Exclusion list subsection, a) i) the following is added hereon,
“Electronics, such as but not limited to computer games, iPods, MP3 players, cam recorders / digital cameras, cellular phones, all televisions, computers, laptops, computer chips and similar memory devices”.
- 6) Removal of the Driver Criteria Endorsement.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except: -

After the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurers but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers.

It a further condition precedent to coverage under this policy that the Insured obtains a copy of the written letter of declination from the subcontractor’s motor truck cargo insurance carrier advising/outlining the reason(s) that the coverage is/was not afforded to their Insured under their policy.

In no event shall Underwriters be liable for loss or damage to any cargo until the 90th day subsequent to the date the loss or damage occurred

All other policy terms and conditions remain unchanged.

Signed: _____ Position: _____ Date: _____

Contingent Coverage Brokered Load Check List

Section 1: Unit Owner/Driver Information

Name: _____

Address: _____

Phone: _____

VIN: _____

Section 2: Regulated Carrier Information

Name: _____

Address: _____

Phone: _____

Contact: _____

MC/DOT #: _____

Section 3: Insurance Coverage Information

Name of Insurance Company: _____

Policy #: _____

Effective Dates: _____

Limits: _____

Agent/Broker Name: _____

Phone #: _____

Contact Name: _____

Date & Time Coverage was verified & Certificate of Insurance Requested from Agent/Broker: _____

Signed: _____ Date: _____

In order for coverage to be effective you must have the "Contingent Auto Liability Brokered Load Check List" completed and verified by the Insurance Agent/Broker and/or a currently dated Certificate of Insurance including the specific Vehicle including the Vehicle Identification Number (VIN) listed on the certificate in your possession at the time of the loss.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended**: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security 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 an air carrier or vessel or the premises of a United States mission; and 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight **December 31, 2027**, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$ _____, state surplus lines tax of \$ _____, total terrorism premium of \$ _____.
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant Signature

Company

Print Name

Policy Number

Date