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## 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 \_\_\_\_\_

\_\_\_\_\_

### 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:

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

If yes, please describe:

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**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: \_\_\_\_\_