

**GALLAGHER TRANSPORTATION SERVICES  
 OCCUPATIONAL ACCIDENT ENROLLMENT FORM  
 FOR INDEPENDENT CONTRACTORS UNDER CONTRACT TO TRX, Inc.**



**INSURED PERSON INFORMATION:**

Last Name	First Name	M.I.
Street		
City	State	Zip
Telephone Number	Social Security Number	
/ /		
Date of Birth	Sex	Marital Status
Beneficiary Last Name	First Name	M.I.
or Pay to my Estate		
Relationship		
/ /	#	
Contract Effective Date	Contractor Number	

Under Contract to: TRX:

Terminal Number: \_\_\_\_\_

***Gallagher Transportation Services***

**Arthur J. Gallagher Risk Management Services, Inc.**  
**Administrative Office:**  
**2345 Grand Blvd., Suite 900**  
**Kansas City, MO 64108**  
**(800) 279-7500**  
**(816) 329-0891 (Fax)**



**ACCEPTANCE**

I hereby request coverage under the Independent Contractor Occupational Accident Program. I verify that I am the independent contractor/contractee named on this enrollment card who is under contract to the facilitating motor carrier on the date of this application. I verify that I am also an approved independent contractor/contractee under contract to the facilitating motor carrier and understand that I am covered only while driving for the facilitating motor carrier. I have read and understand the terms and conditions on the reverse side and have designated the noted beneficiary, in the event of my death.

I certify that I am under age 75 as of the date set forth below.

I understand and acknowledge that Gallagher Transportation Services, Arthur J. Gallagher Risk Management Services, Inc. is the insurance agent with limited authority to procure the insurance coverage referenced in this Enrollment Card. I also acknowledge that I have not sought or received insurance advice from Gallagher on the referenced insurance coverage as it applies to me and/or my business needs. I understand and acknowledge CMC/Gallagher Bassett Services, Inc. is the claims administrator authorized to carry out the reasonable and customary duties of a claims administrator for the insurance coverage hereby offered. I further understand and acknowledge that compensation for services rendered for the above are part of the cost of the insurance coverage and not separately charged to me.

In accordance with my lease agreement, and as an addendum thereto, I, the Independent Contractor, authorize the facilitating motor carrier to periodically deduct my insurance costs from settlements or other monies due me. If such settlements (or such other monies due Gallagher) are not sufficient to allow deduction of the full insurance cost, I will remit by certified check or money order the outstanding insurance cost to Gallagher Transportation Services, 2345 Grand Boulevard, Suite 900, Kansas City, MO 64108 within a ten (10) day period. I understand the insurance underwriters may cancel this insurance coverage within policy terms and conditions. I also understand coverage will not automatically be reinstated if cancellation is processed.

Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_

**OCCUPATIONAL ACCIDENT  
ENROLLMENT FORM  
FOR INDEPENDENT CONTRACTORS  
UNDER CONTRACT TO TRX, Inc.**

Please read carefully

It is further understood and agreed:

**1. Not Statutory Workers Compensation & Employers Liability:** This coverage is NOT a statutory Workers Compensation and Employers' Liability policy, and any one or more of the benefits under this policy do not necessarily equal the benefits for which an individual might be eligible under statutory Workers Compensation. The Insured Person voluntarily elects this program in lieu of Workers Compensation coverage to the extent allowed under the laws of the state of his/her business domicile. To the extent such state laws require workers compensation coverage of his/her business, such coverage will be obtained via a policy of insurance separately procured by the insured Person or his/her business entity.

**2. This is not a policy of disability insurance** and the coverage provided under this policy does not relieve an employer from its obligation to provide employees disability benefits coverage for non-occupational related injuries in those states that require such coverage (currently includes but not limited to: New York, New Jersey, Rhode Island, California and Hawaii).

**3. Termination of Benefits:** In the event benefits are paid from the statutory Workers Compensation and Employers' Liability Policy of the motor carrier or any similar policy of its affiliates, or the motor carrier otherwise becomes liable for such benefits, the benefits which an Insured Person is entitled to under this policy will cease.

**4. Cost and Consent to Cost Change:** The Insured Person understands that the insurance cost shown may include taxes, fees and administrative expenses which he accepts and acknowledges as part of the insurance cost. The insurance underwriters reserve the right to change the rate by giving written notice to you.

**5. Termination:** In the event the haulage contract with the motor carrier is terminated for any reason by either party the Occupational Accident coverage will be cancelled effective the date of the contract termination or the earliest date thereafter allowed by law. Therefore, arrangements should be made by the Insured Person to replace coverage immediately.

**6. Terms & Conditions:** Coverage will be subject to all policy terms, conditions and exclusions as detailed in the policy insurance.

**7. Authorization of Settlement Deduction:** You authorize the motor carrier to deduct and pay from your settlement checks, funds, accruals or other compensation, on a periodic basis (e.g. weekly) amounts sufficient to pay the insurance cost and hereby instruct it to forward directly to Gallagher such amounts by the 15<sup>th</sup> of each month. Your cost (as described in "Cost and Consent to Rate") will be deducted from your settlement check. If your settlement check isn't enough to cover the insurance cost to you, you must forward a check or money order made payable to Gallagher Transportation Services (your insurance agent for the occupational accident program), 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108-2671 immediately, or the coverage will be cancelled, in accordance with policy terms and conditions.

**8. Effective Date:** Coverage shall become effective on the date your application is accepted by Gallagher.

## Gallagher Transportation Services

Arthur J. Gallagher Risk Management Services, Inc.

**Administrative Office:**  
2345 Grand Blvd., Suite 900  
Kansas City, MO 64108  
(800) 279-7500  
(816) 329-0891 (Fax)



\_\_\_\_\_  
Initial acknowledgement that you have  
read and understood this page.

Please fax all applications to Gallagher Transportation at (816.329.0891)