

**APPLICATION FOR NON-TRUCKING LIABILITY
INSURANCE FOR INDEPENDENT CONTRACTORS
RESIDING IN: AK, AR, CA, CO, DE, D of C, GA, IL, IA,
KS, MA, MI, MN, MS, MO, NE, NV, NJ, NY, NC, ND, OH,
RI, SD, TN, TX, VA, VT, WA, WV, WI, & WY**

Gallagher Transportation Services
Arthur J. Gallagher Risk Management Services, Inc.
2345 Grand Boulevard Suite 900
Kansas City, Missouri 64108



As an Independent Contractor under a long term lease, you voluntarily elect to participate in the Non-Trucking Liability Insurance Program (NTL) developed by Gallagher Transportation Services and underwritten by Certain Underwriters, Lloyds of London for Independent Contractors. Coverage includes liability insurance while operating in a non-business mode. By providing the information requested below and submitting it to the Gallagher Insurance Administrator, coverage will become effective upon acceptance by the Administrator. Notification of acceptance will be mailed to the mailing address shown on the application.

Name of Motor Carrier (Facilitating Motor Carrier)

TRX, Inc.

Your Name

Mailing Address

City

State

Zip

Home Phone

Effective Date Requested

Tractor/Power unit to be insured

Year & Make

Unit Number

Serial Number

UNINSURED/UNDERINSURED MOTORIST PROTECTION

You may elect to receive either the state minimum coverage amount of uninsured/underinsured motorist protection ("UM/UIM"), see page two, or may elect to receive UM/UIM coverage equal to your NTL policy limits of \$1,000,000. Selection of a limit equal to the NTL policy limit will result in a higher premium charge. Where no application form is received within 30 days' of your haulage contract with the Facilitating Motor carrier, the state minimum coverage will be provided unless NTL policy limits are otherwise required by state law. Please select one option below:

- I elect the state minimum UM/UIM coverage limit in the state where I reside at a monthly rate of \$34.00
- I elect UM/UIM coverage equal to my NTL policy limits of \$1,000,000 at a monthly rate of \$51.00

THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO THE NON-TRUCKING LIABILITY COVERAGE PROVIDED TO THE INDEPENDENT CONTRACTORS OF FACILITATING MOTOR CARRIERS

Effective Date: Coverage will become effective on the date your application is accepted by Gallagher Transportation Services, the insurance administrator.

or terms and conditions by giving thirty days notice to you of a change. You, the Independent Contractor, may then elect to continue coverage under the revised terms and conditions or choose to replace coverage with a different insurance policy. In such an event, the underwriters will issue a notice acknowledging your cancellation or a replacement policy reflecting the revised cost to you, which will become an addendum to your haulage contract with the Facilitating motor carrier for purposes of cost disclosure.

Termination: In the event your haulage contract with the Facilitating motor carrier is terminated, settlement deduction will automatically cease and your coverage will automatically terminate within the terms and conditions of the policy or as soon thereafter as allowed by law. When this happens, you should make arrangements to replace your Non-Trucking insurance coverage immediately. If you wish to voluntarily withdraw from the insurance program, written notification must be given to the insurance underwriter. Such written notification may be given to the Gallagher Administrative Office. The insurance underwriter retains the right to cancel the Insurance coverage in accordance with policy terms and conditions with a minimum of 15 days notice of cancellation.

Authorization of Settlement Deduction: In accordance with your haulage contract, and as an addendum thereto, you, the Independent Contractor, authorize the Facilitating motor carrier to periodically deduct your insurance cost. If such settlements (or other monies due you) are not sufficient to allow deduction of the cost, you will be asked to remit by certified check or money order the outstanding insurance costs to Gallagher Transportation Services, 2345 Grand, Suite 900, Kansas City, MO 64108 within a ten (10) day period. Otherwise, the insurance underwriters may cancel coverage within policy terms and conditions. Coverage will not automatically be reinstated if cancellation is processed.

Cost and Consent to Rate: You, the Independent Contractor accept and acknowledge that your insurance cost, as explained more fully in this application, may include premium, taxes, fees, and/or administrative expenses of the Facilitating motor carrier, Association, and/or Gallagher. Further, the underwriters retain the right to change the Non-Trucking cost

Certification

I certify that all information is true and correct to the best of my knowledge and that the equipment to be insured, and the driver of the equipment to be insured, meet the safety requirements of the Facilitating motor carrier and the Department of Transportation. I understand and acknowledge Arthur J. Gallagher Risk Management Services, Inc. is the authorized insurance agent with limited authority to procure the insurance referenced in this Enrollment Form. I 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. Further, I have read, understand and agree to the terms and conditions, which apply to this coverage as stated on this application. I also agree that the Policy of Insurance evidencing this coverage shall constitute a properly executed and effective Addendum to the haulage contract between the undersigned and the Facilitating motor carrier.

Signed _____ Date _____
Owner or Authorized Representative



Please fax or email all applications to Gallagher Transportation Services at (816) 329-0891 or kc_trans_admin@ajg.com.

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Policy Terms and Conditions: You will receive from Gallagher a policy of insurance, which will become an addendum to your haulage contract with the Facilitating motor carrier for purposes of cost disclosure. Please review the policy carefully to be certain that it is correct. You should advise the Facilitating motor carrier and/or Gallagher of any changes in equipment.

STATE MINIMUM UNINSURED AND UNDERINSURED LIMITS

STATE	MINIMUM COVERAGE	STATE	MINIMUM COVERAGE
Alaska	\$50,000/100,000/25,000	Nevada	\$15,000/30,000
Arkansas	\$25,000/50,000/ 25,000	New Jersey	\$15,000/30,000
California	\$30,000/60,000/ 5,000	New York	\$25,000/50,000 – Injury \$50,000/100,000 – Death
Colorado	\$25,000/50,000/ 10,000	North Carolina	\$30,000/60,000/ 25,000
Delaware	\$15,000/30,000/ 10,000	North Dakota	\$25,000/50,000/ 25,000
District of Columbia	\$25,000/50,000/ 5,000	Ohio	\$25,000/50,000/ 10,000
Georgia	\$25,000/50,000/ 25,000	Rhode Island	\$25,000/50,000/ 25,000
Illinois	\$20,000/40,000/ 15,000	South Dakota	\$100,000/300,000
Iowa	\$20,000/40,000/ 15,000	Tennessee	\$20,000/50,000/ 10,000
Kansas	\$25,000/50,000/ 10,000	Texas	\$20,000/40,000/ 15,000
Massachusetts	\$15,000/40,000/ 5,000	Virginia	\$25,000/50,000/ 20,000
Michigan	\$20,000/40,000/ 10,000	Vermont	\$50,000/100,000
Minnesota	\$25,000/50,000/ 10,000	Washington	\$25,000/50,000/10,000
Mississippi	\$25,000/50,000/ 25,000	West Virginia	\$20,000/40,000/ 10,000
Missouri	\$25,000/50,000	Wisconsin	\$50,000/100,000
Nebraska	\$25,000/50,000	Wyoming	\$25,000/50,000/ 20,000

PLEASE NOTE THAT NO COVERAGE IS PROVIDED UNLESS YOU ARE UNDER A LONG TERM LEASE TO THE FACILITATING MOTOR CARRIER.



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