

# MCS-90: What Role Does it Play in Trucking Insurance?

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# Terminology

- MCS - 90:
  - “Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980” 49 C.F.R. §§ 387.7, 387.15
- Statute and Regulations do not specifically reference “MCS - 90”
  - Form created by the regulatory agency
  - Formerly - ICC
    - Abolished 1996
  - Now – FMCSA (Federal Motor Carrier Safety Administration)
    - Part of D.O.T

# Terminology

- MCA - The Statute:
  - Federal Motor Carrier Act of 1980  
49 U.S.C. § 10101 et seq.
- FMCSR - The Regulations:
  - Federal Motor Carrier Safety Regulations  
49 C.F.R. Parts 300-399
    - Online: [www.fmcsa.dot.gov/regulations](http://www.fmcsa.dot.gov/regulations)
    - Under Authority Secretary of Transportation, to provide requirements for operations and equipment of motor vehicles  
49 U.S.C. § 14102 (a)(4)

# Purposes of MCS-90

- Reasons MCA Enacted:
  - Deregulate trucking industry
  - Address abuses regarding public safety
- MCS - 90 Purpose:
  - Assure vehicles, including leased, covered by authorized carrier's insurance
  - Mandate that carriers assume responsibility for vehicles, including leased.  
49 C.F.R. §387.1
  - Mandate that insurance applies to vehicles, including leased, not on the policy.
- MCS - 90 Purpose:
  - Financial protection for injured public
  - Mandate for minimum levels financial responsibility  
49 U.S.C. §13902 (a)(1)

# Wording of MCS-90 Required by Federal Law

- Wording is stated in the regulations  
49 C.F.R. § 387.15
  - Since mandated by regs, wording cannot be changed.
  - Regulatory Guidance for the Federal Motor Carrier Safety Regulation, 58 Fed.Reg. 60, 734, 60,742 (11/17/1993)
- The form is required to be contained in any liability policy issued to a certified motor carrier  
49 C.F.R. §§1003.3, 387.7 (a), 387.9, 387.15
  - What if it is not there?
  - Global Hawk Ins. Co. v. Le  
(2014) 225 Cal. App. 4th 593

# Financial Responsibility Required

- Regs set minimum levels of responsibility, depending on cargo carried  
49 C.F.R. § 387.3
  - Minimum is \$750,000  
49 U.S.C. §31139 (b)(2)
- Single endorsement can satisfy multiple types cargo
  - Does not expose insurer to highest stated limit
    - [Carolina Casualty]
    - [Kline - MCS-90 in umbrella policy]

# Which Law Interprets?

- Federal Law Interprets MCS - 90 Application
  - Harco National
  - John Deere
- State Law Interprets:
  - Rights/obligations between MCS - 90 insurer and other insurers (e.g. allocation)
  - Canal - the majority view
- Reason: Federal Law not necessary where protection public not involved
- Caution: Minority of courts have MCS-90 control the allocation [which would make MCS-90 the primary insurance]
- Existence of coverage under policy itself
- Rights/obligations between insured and third parties/insurers
  - TransAmerica - indemnity clause in contract, indemnifying lessee

# Alternatives to MCS-90

- 2 Alternatives [49 C.F.R. § 387.7 (d)(1)-(3)]:
  - 1. Surety Bond [Form MCS - 82]
  - 2. Self - insurance authorized by FMCSA
    - Authorization can take different forms – written decision, order, or authority of FMCSA
    - Self-Insurance can take different forms – e.g. letters of credit, trust, third party guarantees



# Issue: Is it a “Motor Carrier?”

- Regs require MCS - 90 for a “Motor Carrier”
  - MCA defines: “A person providing motor vehicle transportation for compensation”  
49 U.S.C. §13102 (14)
  - Regs defines: “A for-hire carrier or a private motor carrier”  
49 C.F.R. §387.5
    - “For Hire” defined: “the business of transporting, for compensation, the goods or property of another.”  
49 C.F.R. §387.5
- Regs include employees in definition  
49 C.F.R. § 387.5
  - Employees responsible for hiring, supervising, dispatching a driver
  - Employees concerned with inspection and maintenance of a motor vehicle

# “Motor Carrier” cont’d

- Raises “Motor Carrier” issues:
  - Examples
    - Hauling as a personal favor without compensation  
[Canal Ins. Co. v. YMV]
    - Leasing  
[Herrod]
  - Issues often issues of fact

# Issue: Interstate Transportation at Time of Loss?

- The Issue:
  - Is interstate transportation determined at time of loss (trip specific) vs. overall purpose of the transportation?
- Majority View: Time of Loss [Canal v. Coleman]
  - Reasoning - MCA requires financial responsibility “for the transportation of property in interstate commerce.”
  - Caution - Potentially broad interpretation of “transportation”
    - [Canal] - ct. noted broad definition of “transportation” in MCA [49 U.S.C. § 13102 (23) (B)]:

“Services related to (the) movement (of property) including arranging for, receipt, delivery, elevation, transfer, in transit, refrigeration, icing, ventilation, storage, handling, packing, unpacking, and interchange of passengers and property.”
  - [Canal] - based on stip, ct. did not rule on employee driving home, operating truck bobtail, causing accident in driveway of home.

# Relationship to Other Coverage

- 1. Coverage For the Insured Under the Same Policy
  - MCS-90 not applicable
  - Reason: MCS-90 intended to be “safety net” to protect public, where no other coverage available to the insured for the financial responsibility limit
- 2. Coverage For the Insured Under Another Policy
  - MCS-90 not applicable (same reason)  
[Carolina Casualty]
  - Example: [Carolina Casualty]
    - Defendant truck operator - 2 policies:
      - (A) State Farm - auto, on truck - \$750k
      - (B) Carolina - GL, but MCS-90 - \$1M
    - State Farm paid \$750K policy limit
    - Ct - MCS-90 not applicable, as other insurance met the financial responsibility limit
    - But what if State Farm did not pay or couldn't pay (e.g. insolvent)?
    - Carolina - the MCS-90 “may be implicated”

# Coverage cont'd

- 3. Coverage Available to Another Motor Carrier
  - MCS-90 is applicable
    - Agrees to pay judgment “against the insured” – means specific to the insured
  - Example - [Canal]
    - Operator employed by DSI - Canal Insurance
    - DSI leased truck from AIM - Pacific Insurance
      - Canal Policy - MCS-90
    - Ct. - MCS-90 in Canal policy applied, regardless Pacific’s insurance
  - Example - [Herrod]
    - Distribution Co. - Wilshire insurer, \$1M
    - Trucking Co. - owned tractor; leased trailers from Distrib. Co.
      - insurer settled \$2.24 M
    - Distrib. Co. confessed judgment, \$1.292 M
    - Ct. - Wilshire pays \$750K under MCS-90
      - Note - compensation by other carrier and its insurers over the financial responsibility limit does not reduce MCS-90 liability

# Coverage cont'd

- 4. Coverage Available to the Injured Claimant
  - MCS-90 is applicable
  - Example - UIM available from claimant's employer [Century - National]

# Application: Final Judgment Against Motor Carrier

- Reason: MCS-90 ensures collectability judgment; doesn't relieve requirement to establish carrier's liability
- Note - Final judgment
- Defense Issues
  - 1. No defense obligation, where no coverage under the policy itself.  
[Harco National] [Canal]
    - "This insurance is primary" wording does not create defense duty [Harco National]
  - 2. Insurer has right to defend  
[Canal v. First Gen. – interest in controlling litigation, to reduce size of judgment]
  - 3. Problem from no defense - default or stipulated judgment  
[Adams - default judgment enforced (but not discussed)]  
[Herrod - confessed judgment enforced (but not discussed)]

# Application: Insurer's Reimbursement Right

- MCS-90 grants insurer right of reimbursement from the insured where otherwise no coverage under the policy  
49 C.F.R. § 387.15
- Insurer can seek reimbursement of a settlement without judgment [Harco National] [T.H.E.]
  - Reason - Reimbursement wording permits recovery of “any payment,” not just judgment
- Caution - Rights between insured and insurer governed by state law, so potential waiver and estoppel issues from how claim handled
  - ROR
    - Example - Louisiana defending without obtaining non - waiver agreement [T.H.E.]
    - “Cumis” defense
      - Does right reimbursement create “conflict” for Cumis?
        - [T.H.E. - no conflict]
        - [James 3 Corp (Calif. Case) - no conflict from “Buss” reimbursement right]



# Application: Limits Apply Per-Accident, Not Per-Vehicle

- Minimum financial limits apply on per-accident basis, not on per vehicle basis
  - [Auto-Owners] [Carolina Casualty]
- Example: Regardless # vehicles [Auto owners]
  - 3 insured tractor/trailers, one owner, in accident
  - Ct - \$750k limit under MCS-90, not 3 limits (\$2.25M)
- Example: Regardless # injured parties [Carolina Casualty]
  - Reasons
    - MCA - “The security must be sufficient to pay not more than the amount of the security, for each final judgment...” 49 U.S.C. § 13906 (a)(1)
    - Regs - provides for limits for each accident 49 C.F.R. § 387.15

# Application: Not Applicable to Injury to Carrier's Employees

- That is wording MCS-90:
  - “Does not apply to injury to or death of the insured’s employees while engaged in the course of their employment, or property transported by the insured, designated as cargo”
- Employee Status - determined under Federal law [Ooida] [Perry]
  - MCA - Defined to include independent contractor when operating the vehicle  
49 U.S.C. §31101(2), 31132(2)
  - Regs - defined to include independent contractor  
49 C.F.R. § 390.5

# Injury cont'd

- Caution - Carrier has potential liability to employee/independent contractor operators under MCA & FMCSR
  - Amerigas:
    - Carrier leased truck/trailer from plaintiff's company
    - Plaintiff an operator, sub-hauling for carrier
    - Plaintiff alleged violations FMCSR safety obligations
    - CT's reasoning for liability:
      - FMCSR requires leases to provide carrier has exclusive control of the equipment and assume complete responsibility for its operation during the lease.  
49 C.F.R. § 376.12 (c)(1)
        - This intended to create carrier financial responsibility for accidents involving leased equipment
        - Operators viewed as beneficiaries of the FMCSR

# Application: Who is an “Insured?”

- Source of Confusion:
  - MCS-90 does not define “insured”
  - So, dilemma - look to meaning under the policy?
    - look to meaning in context and purpose of MCA & FMCSR?
- Issue: Are lessees/sub-haulers to be included as insureds, where policy wording typically excludes them as insureds for operation of “non-covered” autos?
  - Courts divided
  - Older Cases – Yes [Adams] [John Deere]
    - Reason: With operator as permissive use, MCS-90 precludes policy from limiting its application because the vehicle was not a covered auto
    - Caution: John Deere case is 9th Circuit

# “Insured” cont’d

- Newer Cases – No  
[Ooida] [Armstrong]
  - Reason: “Insured” under MCS-90 is the motor carrier named in the policy  
[49 C.F.R. § 387.5]  
[Ooida]
  - Reason: MCS-90 refers to “the insured,” not “an insured,” so must refer to the motor carrier  
[Armstrong]
  - Reason: MCA reference to judgment against “the registrant” means the registered motor carrier  
[Armstrong]
  - Reason: 2005 FMCSA issued “regulatory guidance” on interpretation of “the insured” in MCS-90 – not intended to require insurer to satisfy a judgment against any party other than the carrier named in the MCS-90  
[Armstrong]
    - Appears some connection to petition for rulemaking from insurers, for FMCSA to amend and clarify the MCS-90.

# Termination of MCS-90 Coverage

- MCS-90 coverage “will remain in effect continuously until terminated”  
49 C.F.R. §387.15
- MCS-90 specifies 35 day grace period after termination of the policy
  - 35 day period applies to termination of policy, not termination of lease between carrier and sub-hauler  
[Ross]

THIS ENDORSEMENT PAGE CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to 3834 of \_\_\_\_\_  
Dated at Livermore, CA 94551 on \_\_\_\_\_  
Amending Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_  
Name of Insurance Company Global Hawk Insurance Company, RRG  
Telephone Number (925) 262-1900  
Countersigned by *John Lynch Ward*  
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 for each accident.  
This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident  
in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement or any other endorsement thereon, or violation thereof,

shall relieve the company from liability or from the payment of any final judgment within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident

**THIS ENDORSEMENT PAGE CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIERS obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in this schedule are for information purposes only.

**SCHEDULE OF LIMITS**

**Public Liability**

<b>Type of Carriage</b>	<b>Commodity Transported</b>	<b>Minimum Insurance</b>
(1) For-hire (in interstate or foreign commerce)	Property (Non-hazardous)	\$ 750,000
(2) For-hire and Private (in interstate, foreign or intrastate commerce)	Hazardous substance as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$ 5,000,000
(3) For-hire and Private (in interstate or foreign commerce (in any quantity) or (in intrastate commerce (in bulk only)	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below	\$ 1,000,000
(4) For-hire and Private (in interstate or foreign commerce)	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	\$5,000,000

**NOTE:** The type of carriage listed under (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.



A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980

# FORM MCS-90

Issued to \_\_\_\_\_ of \_\_\_\_\_  
(Motor Carrier name) (Motor Carrier state or province)

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Amending Policy Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Countersigned by: \_\_\_\_\_  
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$\_\_\_\_\_ for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$\_\_\_\_\_ for each accident in excess of the underlying limit of \$\_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: \_\_\_\_\_

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

## DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

(continued on next page)

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

### SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

# References

## STATUTES and REGULATIONS

- *Federal Motor Carrier Act of 1980*, 49 U.S.C. § 10101, et seq.
- *Federal Motor Carrier Safety Regulations*, 49 C.F.R., Parts 300-399; online at
- [www.fmcsa.dot.gov/regulations](http://www.fmcsa.dot.gov/regulations)

## CASES

- *Adams v. Royal Indem. Co.* (10th Cir. 1996) 99 F.3d 964
- *AmeriGas Propane, L.P. v. Landstar Ranger, Inc.* (2010)184 Cal. App. 4th 981
- *Armstrong v. United States Fire Ins. Co.* (E.D. TN 2009) 606 F. Supp. 2d 794
- *Auto-Owners Inc. Co. v. Munroe* (7th Cir. 2010) 614 F.3d 322
- *Canal Ins. Co. v. Coleman* (5th Cir. 2010) 625 F. 3d 244
- *Canal Ins. Co. v. Distribution Services* (4th Cir. 2003) 320 F.3d 488
- *Canal Ins. Co. v. First Gen Ins. Co.* (5th Cir. 1989) 889 F. 2d 604,  
modified other grounds, 901 F. 2d 45
- *Canal Ins. Co. v. YMV Transp., Inc.* (W.D. WA 2011) 867 F Supp.2d 1099
- *Carolina Cas. Ins. Co. v. Estate of Karpov* (7th Cir. 2009) 559 F.3d 621
- *Carolina Cas. Ins. Co. v. Yeates* (10th Cir. 2009) 584 F.3d 868
- *Century - National Inc. Co. v. Global Hawk Ins. Co.* (2012) 203 Cal App 4th 1458
- *Global Hawk Insurance Co. v. Jerry Le* (2014) 225 Cal App 4th 593
- *Harco Nat'l Inc. Co. v. Bobcat Trucking* (9th Cir.1997) 107 F.3d 733
- *Harrod v. Wilshire Ins. Co.* (10th Cir. 2012) U.S. App. Lexis 21057
- *James 3 Corp. v. Truck Insurance Exchange* (2001) 91 Cal App 4th 1093
- *John Deere Ins. Co. v. Nueva* (9th Cir. 2000) 229 F.3d 853
- *Kline v. Gulf Inc. Co.* (6th Cir. 2006) 466 F.3d 450
- *Ooida Risk Retention Group, Inc. v. Williams* (5th Cir. 2009) 579 F.3d 469
- *Ross v. Wall St. Sys.* (6th Cir. 2005) 400 F.3d 478
- *T.H.E. Inc. Co. v. Larsen Intermodal Serv.* (5th Cir. 2001) 242 F.3d 667
- *TransAmerica Freight v. Brada Miller* (1975) 423 U.S. 28