

***Motor Carrier  
Contract  
Issues From  
An Insurer  
Perspective***



## Frequent Issues

---

- Nature of the agreement
- Identity of parties to contract
- Insurance requirements
- Indemnification provisions
- Cargo liability & claims handling
- Venue terms

## Insurance: Additional Insured

---

- Variations create confusion
- “Named” vs. “additional” vs. other
- Scope of coverage can vary
- Dilution of coverage limit
- Prohibits subrogation
- Misuse of certificates of insurance
- Endorsement requirements that modify/revise an approved form

## Insurance: other requirements

---

- Primary/excess/contribution
- Cancellation/modification
- “Public” and contractual liability
- Warranties/performance bond

## Indemnification provisions

---

- Mutual indemnification
- Acts/omissions
- Negligence/reckless
- Willful/wanton/intentional
- Proximate cause vs. cause-in-fact
- “Any and all”/”arising out of”
- “Property” vs. cargo terms

## Cargo liability & claims handling

---

- | Variations from industry standards
- | Carmack Amendment defenses
- | 9 Month/2 Year rules
- | Non-uniform BOL
- | “All risk”
- | Delay/loss of market
- | Consequential damages
- | Salvage/mitigation

## Best practice: retain counsel

---

- | Impact of law on documents
- | COGSA/Carmack
- | Uniform BOL/BOL as “sticker”
- | Shipper seal
- | Tariffs
- | Websites
- | Liability limit = coverage limit
- | Industry models

---

**Questions?**