

Wyoming Department of Transportation
Insurance Requirements

CHAPTER 3

Section 1. Authority.

These rules of practice and procedure are promulgated by authority of W.S. 24-2-105 and W.S. 31-18-104. They are intended to provide uniform and understandable interpretation of the undefined portion of W.S. 31-18-209.

Section 2. Insurance Policies, Surety Bonds, Etc.

(a) **Bodily Injury and Property Damage Liability Insurance:** No contract motor carrier subject to the provisions of the Wyoming Commercial Vehicle Act shall engage in Wyoming intrastate commerce, and no letter of authority shall be issued to such motor carrier or remain in force until the motor carrier files, and the Department approves of, a policy of insurance, or surety bonds for the self insured, not less than the amounts prescribed in Section 3 of this chapter. The insurance policy or surety bonds shall be conditioned to pay, within the amount of such policy of insurance, or surety bonds for the self insured, any final judgment recovered against such motor carriers for bodily injuries to or the death of any person resulting from the negligent operation, maintenance, or use of motor vehicles subject to this act or for loss of or damage to property of others.

(b) **Cargo Insurance:** No contract motor carrier subject to the provisions of this act shall engage in Wyoming intrastate commerce, and no letter of authority shall be issued to such carrier or remain in force until the motor carrier files, and the Department approves of, a policy of insurance, or surety bonds for the self insured, in not less than the amounts prescribed in Section 3 of this chapter. The insurance policy or surety bonds shall be conditioned upon such carriers making compensation to shippers or consignees for all property belonging to shippers or consignees and coming into possession of such carrier in connection with the transportation of the property. This requirement, however, shall not apply to carriers transporting raw agricultural products (except livestock), nor to carriers transporting sand (except in pneumatic trailers), rock, dirt, gravel, or other commodities having no appreciable salvage value.

Section 3. Minimum Insurance Amounts.

The minimum amounts referred to in Section 2 of this chapter are prescribed as follows:

(a) **Liability Insurance (Form E)**—motor carrier bodily injury and property damage liability, with a combined single limit (CSL) of \$500,000.

(b) **Cargo Insurance (Form H)**—Common security required to compensate shippers or consignees for loss of or damage to property coming into the possession of common and contract motor carriers in connection with their transportation service. All common and contract motor carriers require \$10,000 of cargo insurance, except those carriers transporting commodities that do not require cargo insurance. (See Section 2[b].)

(c) House Trailer or Mobile Home Cargo (Form MC61E)–Security required to compensate owners, shippers, or consignees for loss of or damage to each house trailer or mobile home coming into the possession of a contract motor carrier in connection with its transportation service for \$5,000 (comprehensive and collision coverage, including contents).

Section 4. Expiration Date of Insurance Coverage.

Insurance filings are to be filed “continuous until canceled” with only the effective date set forth.

Section 5. Effective Date of Insurance Coverage.

Insurance filings shall show an effective date. No lapse of time can exist between the expiration date of previous insurance coverage and the date of receipt for the new coverage as long as the carrier is operating under the authority issued by WYDOT as set out in Section 6 of these insurance rules. These filings are active until canceled by the insurance company.

Section 6. Period of Insurance Coverage.

Contract motor carriers shall have the prescribed insurance information on file and approved by the Department during the entire time they operate under WYDOT authority. Failure to provide the prescribed insurance coverage during any period the carrier has authority to operate shall result in action to revoke or cancel the contract motor carrier authority issued by the Department.

Section 7. Motor Vehicles Covered by Insurance Certificates.

Insurance filings for contract motor carriers automatically cover all single motor vehicles or multiple unit combinations as soon as they are qualified to operate under the carrier’s operating authority, during the period of time the coverage remains in force.

Section 8. Information on Insurance Claims.

Any insurance company making insurance filings with WYDOT pursuant to the requirements of the Wyoming Commercial Vehicle Act and the rules and regulations of the Department shall furnish WYDOT, upon request made by the Department or its authorized representative, with any information requested concerning any claim filed against a carrier or the insurance company by reason of insurance filings made with WYDOT.

Section 9. Limits of Insurance Policies.

To qualify for Department approval, each insurance filing shall be for an amount not less than the full limits of liability required under these rules.

Section 10. Forms and Procedure.

(a) Insurance filings—such as for liability, cargo, or mobile home cargo or notices of cancellation—all shall be on WYDOT prescribed and approved forms.

(b) Insurance filings and notices of cancellation shall be filed with the Department in triplicate. When WYDOT receives and approves the filing, all three shall be stamped “accepted.” One copy shall be kept for Department records, and the other two shall be returned to the insurance company or its issuing agency. Faxed copies of insurance forms shall be accepted for a period not to exceed 15 days pending the arrival of the original, signed forms.

(c) All insurance filings shall be written in the full and correct legal name of the individual, partnership, corporation, or association and doing business as (d/b/a) designation, if any, to whom the authority is to be issued. For partnerships, all partners shall be named on the filing. Filings made in a name other than the exact name by which the carrier applied for operating authority shall not be considered an insurance filing for that carrier under these rules and regulations.

(d) WYDOT may refuse to accept any certificate of insurance, endorsement, or cancellation notice not filed on the Department’s prescribed and approved form.

Section 11. **Notice of Cancellation.**

Insurance filings shall remain in full force and effect until canceled on not less than 30 days’ written notice to WYDOT. The notice shall commence to run from the date it is received at the Department office. Once WYDOT receives an insurance cancellation notice, a new insurance filing shall be made to replace the one canceled.

Section 12. **Reproduction of Prescribed Forms.**

The Department has adopted uniform and standard forms for insurance filings and cancellation notices as follow in this chapter. The use of the word “Commission” on these forms shall mean “Department of Transportation” in Wyoming. Insurance companies may print or reproduce these forms to their own size and printing specifications as long as all the information matches the original forms.

Section 13. **Signatures of Authorized Agents.**

In keeping with standard insurance industry practice, an insurance company may elect to allow insurance filings on behalf of the company by any person signing such filings, in which case the insurance company shall be bound by all filings made with the Department under the company name. Failure by any insurance company to honor this standard insurance industry practice may result in a WYDOT decision to disallow all insurance filings from such an insurance company in order to protect the public interest served by having required insurance in effect for carriers who rely upon such a practice.

Section 14. **Insurance Companies; Authorization.**

The Department shall not approve an insurance filing under these rules and regulations unless it is written or issued by an insurance company either authorized to do business in Wyoming or lawfully able to transact insurance without a letter of authority pursuant to Title 26 of the Wyoming statutes as determined by the state insurance commissioner.

Section 15. **Department Refusal to Accept, or Revocation of, Insurance Policies.**

At any time WYDOT may refuse to accept or may revoke its approval of any insurance filing if in its judgment such filing does not comply with these rules or, for any reason, fails to provide satisfactory or adequate public protection.

Section 16. **Cancellation or Expiration of Insurance Policies, Effect on Certificates or Permits.**

Authority holders are responsible for maintaining the prescribed insurance coverage. Therefore, if a policy associated with an insurance filing is canceled or expires, the Department shall revoke or cancel the authority granted by the certificate or permit in question from the date the cancellation or expiration becomes effective.

Section 17. **Examples of Filings.**

YOMING
FORM MC61E
CONTRACT MOTOR CARRIER
HOUSE TRAILER OR MOBILE HOME
CERTIFICATE OF INSURANCE

Filed With
WYOMING DEPARTMENT OF TRANSPORTATION
REGULATORY SECTION
Cheyenne, Wyoming

THIS IS TO CERTIFY, That the _____ (hereinafter called company)
of _____ has issued to
_____ of _____
(Name of Motor Carrier) (Address of Motor Carrier)

the policy of Insurance herein described has been amended by the attachment of an endorsement, in the amount of \$5,000.00 for physical damage coverage for each house trailer or mobile home transported and approved by the Wyoming Department of Transportation to provide compensation for loss of or damage to house trailers or mobile homes belonging to shippers or consignees and coming into the possession of the Insured in connection with its transportation service under a permit issued to the Insured by the Department under Title 31, Wyoming Statutes 1999, as amended, and the pertinent rules and regulations of the Department regardless of whether the house trailers or mobile homes themselves or the motor vehicles, and other facilities used in connection with the transportation of said house trailers or mobile homes are specifically described in the policy or not. The liability of the Company extends to such losses or damages whether occurring on the route or in the territory authorized to be served by the Insured or elsewhere within the State of Wyoming.

Whenever requested by the Department, the Company agrees to furnish to the Department a duplicate original of said policy and all endorsements thereon.

The endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the Insured giving thirty (30) days' notice in writing to the Department at its office in Cheyenne, Wyoming, said thirty (30) days' notice to commence to run from the date notice is actually received at the office of said Department.

Policy No. _____ Effective from 12:01 A.M. standard time at the address of the Insured stated in said policy or policies and continuing until canceled as provided herein.

Countersigned at _____ this ___ day of _____, ____.

MC 61E Authorized Company Representative
FORM E

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CERTIFICATE OF INSURANCE

(Execute in Triplicate)

Filed with _____ (hereinafter called Commission)
(Name of Commission)

This is to certify, that the _____
(Name of Company)

(hereinafter called Company) of _____
(Home Office Address of Company)

has issued to _____
(Name of Motor Carrier)

of _____
(Address of Motor Carrier)

a policy or policies of insurance effective from _____ 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at _____
(Street Address) (City) (State) (Zip Code)

This _____ day of _____, ____.

Authorized Company Representative

Insurance Company File No. _____
(Policy Number)

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C., Sec. 302[b][2]).

FORM G

**UNIFORM MOTOR CARRIER BODILY INJURY AND
PROPERTY DAMAGE LIABILITY SURETY BOND**

(Execute in Triplicate)

KNOW ALL MEN BY THESE PRESENTS, That we, _____
(Name of Motor Carrier Principal)

of _____, _____ as Principal (hereinafter called
(City) (State)

Principal), and _____
(Name of Surety)

a corporation created and existing under the laws of the State of _____,
with principal office at _____, _____, as Surety,
(City) (State)

(hereinafter called Surety), are held and firmly bound unto the State of _____ in the sum or sums hereinafter provided for which payment, well and truly to be made, the Principal and Surety hereby bind themselves, their successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is or intends to become a motor carrier subject the laws of such State and the rules and regulations of _____
Name of Commission
(hereinafter called Commission), relating to insurance of other security for the protection of the public, and has elected to file with the Commission a surety bond conditioned as hereinafter set forth, and

WHEREAS, This bond is written to assure compliance by the Principal as a motor carrier of passengers or property with the laws of such State and the rules and regulations of the Commission relating to insurance or other security for the protection of the public, and shall inure to the benefit of any person or persons who shall recover a final judgment or judgments against the Principal for any of the damages herein described.

NOW, THEREFORE, if every final judgment recovered against the Principal for bodily injury to or the death of any person or loss of or damage to the property of others, sustained while this bond is in effect, and resulting from the negligent operation, maintenance, or use of motor vehicles in transportation (but excluding injury to or death of the Principal's employees while engaged in the course of their employment, and loss of or damage to property of the Principal and property transported by the Principal designated as cargo), shall be paid, then this obligation shall be void, otherwise to remain in full force and effect.

Within the limits hereinafter provided, the liability of the Surety extends to such losses, damages, injuries, or deaths regardless of whether such motor vehicles are specifically described herein and whether occurring on the route or in the territory authorized to be served by the Principal or elsewhere.

This bond is effective from _____ (12:01 A.M., standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Commission, such termination to become effective not less than thirty (30) days after actual receipt of said notice by the Commission. The Surety shall not be liable hereunder for the Payment of any judgment or judgments against the Principal for bodily injury to or the death of any person or persons or loss of or damage to property resulting from accidents which occur after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the Payment of any such judgment or judgments resulting from accidents which occur during the time the bond is in effect.

The liability of the Surety on each motor vehicle shall be the limits prescribed in the laws of such State and the rules and regulations of the Commission governing the filing of surety bonds, which were in effect at the time this bond was executed, and shall be a continuing one notwithstanding any recovery hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the _____ day of _____, ____.

(Principal)

(Affix Corporate Seal) (Surety)

By _____

(City) (State)

By _____

Countersigned at _____ this _____ day of _____.

Bond No. _____ Registered Resident Agent

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C., Sec. 302[b][2]).

FORM H

UNIFORM MOTOR CARRIER CARGO
CERTIFICATE OF INSURANCE

(Execute in Triplicate)

Filed with _____ (hereinafter called Commission).
(Name of Commission)

This is to certify, that the _____
(Name of Company)

(hereinafter called Company) of _____
(Home Office Address of Company)

has issued to _____
(Name of Motor Carrier)

of _____
(Address of Motor Carrier)

a policy or policies of insurance effective from _____ 12:01 A.M., standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which, by attach-

ment of the Uniform Motor Carrier Cargo Insurance Endorsement, has or have been amended to provide cargo insurance covering the obligation imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at _____
(Street Address) (City) (State) (Zip Code)

This _____ day of _____, ____.

Authorized Company Representative

Insurance Company File No. _____
(Policy Number)

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C., Sec. 302[b][2]).

FORM J

UNIFORM MOTOR CARRIER CARGO SURETY BOND

(Execute in Triplicate)

KNOW ALL MEN BY THESE PRESENTS, That we, _____
(Name of Motor Carrier Principal)

of _____, _____ as Principal (hereinafter called Principal),
(City) (State)

and _____
(Name of Surety)

a corporation created and existing under the laws of the State of _____ with principal office
at _____, _____, as Surety
(City) (State)

(hereinafter called Surety), are held and firmly bound unto the State of _____ in the sum or
sums hereinafter provided for which payment, well and truly to be made, the Principal and Surety hereby
bind themselves, their successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal is or intends to become a motor carrier subject to the laws of such State
and the rules and regulations of the _____
(Name of Commission)

(hereinafter called Commission), relating to insurance or other security for the protection of shippers and consignees, and has elected to file with the Commission a bond conditioned as hereinafter set forth; and

WHEREAS, this bond is written to assure compliance by the Principal as a motor carrier with the laws of such State and the rules and regulations of the Commission relating to insurance or other security for the protection of shippers and consignees, and shall inure to the benefit of any and all shippers or consignees to whom the Principal may be held liable for any of the damages herein described.

NOW, THEREFORE, if the Principal shall make compensation to shippers and consignees for all losses or of damages to property belonging to them which shall, while this bond is in effect, come into the possession of the Principal in connection with its transportation service, regardless of whether such losses or damages occur while said property is in a motor vehicle, terminal warehouse, or other place, for which losses or damages the Principal may be held legally liable, then this obligation shall be void, otherwise it shall remain in full force and effect.

The liability of the Surety for the limits hereinafter provided shall be a continuing one notwithstanding any recovery hereunder, and extends to such losses or damages regardless of whether the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation service of the Principal are specifically described herein or not, and whether occurring on the route or in the territory authorized to be served by the Principal or elsewhere.

The liability of the Surety for any such loss or damage shall be the limits prescribed in the laws of such State and the rules and regulations of the Commission governing the filing of surety bonds, which were in effect at the time this bond was executed, and shall be a continuing one notwithstanding any recovery hereunder.

This bond is effective from _____ (12:01 A.M., standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Commission, such termination to become effective not less than thirty (30) days after actual receipt of said notice by the Commission.

The Surety shall not be liable hereunder for the payment of any of the losses or damages hereinbefore described which arise on property coming into the possession of the Principal in connection with its transportation service after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such losses or damages arising on property coming into the possession of the Principal in connection with its transportation service prior to the date such termination becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the _____ day of _____, ____.

(Principal)

By _____

(Affix Corporate Seal) (Surety)

(City) (State)

By _____

Countersigned at _____ this _____ day of _____, ____.

Bond No. _____

(Registered Resident Agent)

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C., Sec. 302[b][2]).

FORM K
UNIFORM NOTICE OF CANCELLATION OF
MOTOR CARRIER INSURANCE POLICIES

(Execute in Triplicate)

Check Type Canceled:

BI and PD _____

Cargo _____

Filed with _____ (hereinafter called Commission).
(Name of Commission)

This is to advise that under the terms of a policy or policies issued

to _____
(Name of Motor Carrier)

of _____
(Address of Motor Carrier)

by _____
(Name of Company)

of _____
(Address)

said policy or policies, including any and all endorsements forming a part hereof or certificates issued in connection therewith, is (are) hereby canceled effective as of the _____ day of _____, _____, 12:01 A.M., standard time at the address of the Insured as stated in said policy or policies provided such date is not less than thirty (30) days after the actual receipt of this notice by the Commission.

Signature of Insurer

Insurance Company File No. _____
(Policy Number)

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C., Sec. 302[b][2]).

FORM L
UNIFORM NOTICE OF CANCELLATION OF
MOTOR CARRIER SURETY BONDS

(Execute in Triplicate)

Check Type Canceled:
BI and PD _____
Cargo _____

Filed with _____ (hereinafter called Commission).
(Name of Commission)

This is to advise that, under the terms of surety bond(s) executed in
behalf of _____
(Name of Principal)

of _____
(Address)

by _____
(Name of Surety)

of _____
(Address)

said bond(s), including any and all riders or certificates attached thereto or issued in connection therewith, is (are) hereby canceled effective as of the _____ day of _____, _____, 12:01 A.M., standard time, at the address of the Principal as stated in said bond(s) provided such date is not less than thirty (30) days after the actual receipt of this notice by the Commission.

Signature of Principal or Surety

Insurance Company File No. _____
(Policy Number)

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C., Sec. 302[b][2]).