



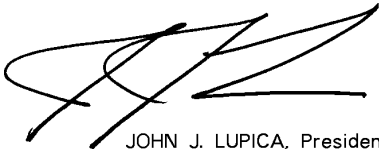
Illinois Union Insurance Company
8755 West Higgins Road
Chicago, Illinois 60631

Excess and Surplus Lines Insurance

CONTINGENT LIABILITY INDEMNITY INSURANCE

In return for the payment of the required premium, We agree to indemnify the Policyholder for the benefits detailed in the Policy subject to the terms and conditions set forth herein. The Policy is issued and delivered in the {STATE} and is governed by its laws. It takes effect at 12:01 a.m. at the Policyholders address, on the Policy Effective Date shown in the Schedule of Benefits. It will remain in effect for the duration of the Policy Term shown in the Schedule of Benefits if the premium is paid according to the agreed upon terms. The Policy terminates at 12:01 a.m. at the Policyholders address, on the last day of the Policy Term (subject to the Policy Cancellation Provision) unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue a rider to identify the new Policy Term.

Signed for ILLINOIS UNION INSURANCE COMPANY:



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE.

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SPECIMEN

POLICY DECLARATIONS

Policyholder: SPECIMEN

Policy Number: XXX-XXXXX

Policy Effective Date: MM/DD/YY

Policy Term: MM/DD/YY to MM/DD/YY

Premium Due Date: MM/DD/YY

Schedule of Benefits

Limits of Insurance

- A. Workers' Compensation Reimbursement Benefit
 - Per Accident: \$2,000,000*
 - *No benefits or additional costs for claims filed in Colorado, Massachusetts, Nevada, New Hampshire, New Jersey, and North Carolina are payable.

- B. Employer's Liability Benefit
 - Injury by Accident:
 - Per Accident: \$500,000
 - Injury by Disease:
 - Policy Aggregate Limit: \$500,000
 - Per Owner-Operator or Contract Driver: \$500,000

Initial Premiums

All information required below is subject to verification and change by audit.

Annual Premium: \$XX,XXX

Surplus Lines Agent

NewMarkets, Inc.

Claims Administrator

Gallagher Bassett/CMC
P.O. Box 419797
Kansas City, MO 64141

DESCRIPTION OF BENEFITS

The following provision explains the benefits available under the Policy. The payment of these benefits is subject to the Benefit Maximums shown in the Schedule of Benefits.

We will indemnify the Policyholder in the event of the occurrence of a Covered Contingency. The Covered Contingency must occur while the Policy is in force.

Upon the occurrence of a Covered Contingency, We will reimburse the Policyholder's legal defense in connection with the Owner-Operator's or Contract Driver's Claim seeking workers' compensation or employers' liability benefits for a covered Occupational Injury on the condition that the Policyholder agrees to be represented by the attorney which We designate. We will pay the legal defense costs and expenses of the attorney We designate to defend the Covered Contingency. The payment of these legal defense costs and expenses is not subject to the Benefit Maximum shown in the Schedule of Benefits. However, if the Policyholder's workers' compensation carrier asserts its right and duty to defend the Policyholder, the workers' compensation carrier will provide the defense.

In the event an Owner-Operator or Contract Driver is deemed to be an employee of the Policyholder for purposes of workers' compensation by order of a State Administrative or Regulatory Agency or Board or a court of competent jurisdiction, We will reimburse the Policyholder or the Policyholder's workers' compensation carrier for the benefits paid under the workers' compensation or employers' liability law. We reserve the right to settle the Claim with the Owner-Operator or Contract Driver prior to the issuance of an order and pay the Owner-Operator or Contract Driver on behalf of the Policyholder. No reimbursement or benefit will be paid if prohibited by law.

EXCLUSIONS

No reimbursement will be made under the Policy for any of the following claims:

1. brought by a person legally acknowledged by the Policyholder to be an employee;
2. brought by employees of the Owner-Operator who are not considered to be Contract Drivers;
3. which did not arise out of the performance of Occupational services by the Owner-Operator or Contract Driver;
4. with respect to any Injury that is intentionally self-inflicted, caused or aggravated by an Owner-Operator or Contract Driver;
5. arising out of the promulgation of any statute, regulation, or rule, or the amendment of any existing statute, regulation, or rule, the effect of which is to make an Owner-Operator or Contract Driver an employee of the Policyholder for purposes of the workers' compensation law of the state of domicile of the Policyholder, of the state of jurisdiction of the Covered Contract, or of the state within which the Owner-Operator or Contract Driver has sustained an Injury;
6. brought by an individual who meets any applicable statutory or regulatory definition of an independent contractor;
7. brought by any similarly situated Owner-Operator or Contract Driver for an Injury which occurs subsequent to the issuance of any order by a workers' compensation board, governmental agency, or court of competent jurisdiction which has the precedent effect of making all similarly situated Owner-Operators or Contract Drivers employees of the Policyholder either: a) in the state of domicile of the Policyholder; b) in the state of jurisdiction of the Covered Contract; or c) in the state within which the Owner-Operator or Contract Driver sustained an Injury;

8. where the Owner-Operator or Contract Driver making the Claim was not covered under a Policy providing Occupational Accident Policy issued by ACE American Insurance Company when the Occupational Injury giving rise to the Claim occurred;
9. arising out of all statutory causes of action, except those brought under a Wrongful Death Statute, for damages that are otherwise defined as a Claim under this Policy, including, but not limited to: Title VII or Civil Rights Act of 1964; Civil Rights Act of 1991; Civil Rights Act of 1966; Age Discrimination in Employment Act; American with Disabilities Act; Employee Retirement Income Security Act; Fair Labor Standards Act; Bankruptcy Code; State Human Rights Act; Railway Labor Act; and National Labor Relations Act, as amended;
10. arising out of the Owner-Operator's or Contract Driver's commission of, or attempt to commit a felony;
11. arising out of the Owner-Operator's or Contract Driver's being under the influence of drugs or intoxicants, if that claim would not be covered under the workers' compensation laws where the claim was filed.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

ADMINISTRATIVE PROVISIONS

Premiums: The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect. The rates to be used to calculate premium are shown in the Policy Declarations. Premiums may change to reflect changes in coverage, and the number of Owner-Operators and/or Contract Drivers covered.

We may require the Policyholder pay a Minimum Premium for coverage to go into effect or to keep the Policy in force. A Minimum Premium is not refundable.

Payment of Premium: The first Premium is due on the Policy Effective Date. After that, premiums will be due monthly unless We agree with the Policyholder on some other method of premium payment.

Changes In Premium Rates: We may change the premium rates from time to time with at least 31 days advanced written or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy.
3. There is a change in the market factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Incorrect Premium Payment: Premiums paid in error will be refunded. Such refunds are without interest and must be requested by the Policyholder in writing. Except for fraud, premium adjustments or refunds will be made only for the current and the prior Policy Term.

Policy Cancellation: The Policyholder may cancel the Policy at any time by providing Us with written notice of cancellation. The Policy will automatically terminate if the required premium is not paid when due.

We may cancel the Policy at any time by providing the Policyholder written notice of cancellation at its last known address at least 10 days prior to the date of cancellation for non-payment of premium or 60 days prior to the date of cancellation if the Policyholder moves its business to a state within which we are not able to offer this insurance or for any other reason.

We may refuse to renew the Policy by providing the Policyholder written notice of non-renewal, stating the reason for non-renewal, at its last known address at least 30 days prior to the expiration date of the Policy Term. Coverage will remain in effect until the end of the Policy Term unless otherwise cancelled by Us. If the Policy is cancelled prior to the end of the Policy Term, We will pay a pro-rata refund of premium for the unearned portion of premium.

This Policy will automatically terminate if the Policyholder does not have Workers' Compensation Insurance.

Access To Books And Records: The Policyholder's books and records, and those books and records of any agents and representatives, any loss control or risk management, and third party administrator, shall be open for inspection by Us and Our representatives at all times during usual business hours during the Policy Term and for three years after the Policy terminates.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records, and may make or take away copies of any such books or records relating to this Policy, Claims, payroll and premium at any time during the Policy Term and within 3 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

At the close of each audit period, We will compute the earned premium for that period. Audit premiums are due and payable on notice to the Policyholder set forth in the Policy Declarations. If the sum of the advance and audit premiums paid for the Policy Term is greater than the earned premium, We will return the excess to the Policyholder.

CLAIMS PROVISIONS

Claims Administrator: The Claims Administrator shown in the Policy Declarations is appointed by the Company to investigate, settle, defend and appeal any Claim made, or suit brought or other proceedings instituted against the Policyholder for an Occupational Injury covered by the Policy. The Policyholder must cooperate fully with the Company, and upon request, supply such information as it may require to process a Claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual amount of the benefit due. Failure of an Owner-Operator or Contract Driver or the Policyholder to cooperate with Us in the administration of a Claim may result in the termination and non-payment of the Claim.

No investigator, adjuster, or counsel may be employed to represent Our interest without Our prior written approval. We reserve the right to obtain other professional services at our own expense, as we deem necessary. The Policyholder shall not make any payment nor incur any obligation to pay any amount regarding any Claim for benefits under the Policy without Our prior written approval.

Notice of Claim: The Policyholder agrees to give written notice to Us, or as directed by Us,

within 15 days of receiving the Claim.

Proof of Loss: The Policyholder must provide Us or Our authorized agent with the following information:

1. the name of the Policyholder and the names and addresses of any injured persons and witnesses to the Occupational Injury
2. a copy of the Covered Contract; and
3. a description of how, when and where the Claim or the underlying Occupational Injury which gave rise to the Claim took place;

The Policyholder will give immediate notice to Us, including copies, upon receipt, of each lawsuit served, written demand, petition made upon the Policyholder in connection with the Claim.

The Policyholder must:

1. authorize Us to obtain records or other information;
2. authorize Us to engage legal counsel to appear at any and all hearings and proceedings related to the Claim;
3. cooperate with Us in the investigation, settlement or defense of the Claim; and
4. assist Us, upon request, in the enforcement of any subrogation right against any person or organization which may be liable to the Policyholder.

Payment Of Claims: Payments will be made within 30 days of the date that We receive proper proof of loss. Any payment made by Us in good faith will end Our liability to the extent of the payment.

No Policyholder is authorized, except at its own expense, to voluntarily make any payment, assume any obligation, or incur any expense without Our prior written consent.

Subrogation: If payment is made under the Policy, We will be subrogated to all of the Policyholder's rights of recovery, and all such rights of any person receiving monies provided or paid by the Policy, against any person or organization except the Policyholder and its affiliates, and the Policyholder agrees to execute and deliver instruments and do whatever else is necessary to secure Our subrogation rights. The Policyholder will not do anything to prejudice Our subrogation rights.

Sunset Clause: We will cover the losses described in the Policy occurring during the Policy Term if, and only to the extent that such losses are reported to Us within 3 years from the date of the Occupational Injury. Losses reported after such date, even if the Policyholder only becomes aware of the loss after such date, are not eligible for reimbursement under the Policy.

Arbitration: All disputes or controversies between the Policyholder and Us about the reimbursement provided under this Policy will be settled by binding arbitration. Either party may make written demand for arbitration setting forth the nature of the dispute and naming an arbitrator from the insurance industry to represent the party.

When the demand is made, the remaining party shall have 30 days to select an arbitrator from within the insurance industry. If the remaining party does not name the arbitrator within such 30 days, the demanding party may name an arbitrator to represent the party. The two arbitrators will select a third arbitrator from within the insurance industry. If the two arbitrators cannot agree upon a third arbitrator within 30 days, either may request that the selection of the third arbitrator be made by a judge of a court having competent jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third party arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in {STATE}. Local rules of laws as to procedure and evidence will apply. A decision agreed to by two arbitrators will be binding.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including any endorsements, riders or amendments) and the signed application of the Policyholder are the entire contract. Any statements made by the Policyholder will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a Claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our President or Secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

Clerical Error: If a clerical error is made, it will not affect the insurance of any covered person. No error will continue the insurance of a covered person beyond the date it should end under the Policy terms.

Conformity With State Laws: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

Legal Actions: No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

Other Insurance: If any other insurance, indemnity, reimbursement agreement or self-insurance exists protecting the Policyholder or Owner-Operator or Contract Driver against loss or have paid for any loss that may otherwise be covered by this insurance, this insurance shall apply in excess of the other insurance, indemnity, reimbursement agreement or self-insurance. This does not apply to any excess insurance, indemnity, reimbursement agreement or self-insurance specifically purchased or structured by the Policyholder to apply above our Limits of Liability.

Inspection: We have the right, but not the duty, to request inspection of the Policyholder's operations and workplaces. In the event of a request for inspection, the Policyholder agrees, by acceptance of this Policy, to secure, at its sole expense, a loss control inspection by a mutually acceptable inspection company, within 90 days of such request. Such inspections are not safety inspections. They relate only to the insurability of the workplace and the premium to be charged. We may give reports to the Policyholder on the conditions found upon inspections. By making an inspection, we do not undertake to provide for the health or safety of the Policyholder's employees or the public, nor do we warrant that the Policyholder's workplaces are safe or healthful or that they comply with any law, regulation, code or standard, nor are we responsible for any penalties or fines incurred as the result of any violation of such laws, regulations, codes or standards.

Bankruptcy or Insolvency: The Policyholder's bankruptcy, insolvency or other financial deficiencies will not relieve Us from reimbursement or payment obligations under this Policy,

provided, however, our reimbursement or payment obligations will be the same as they would have been had the Policyholder's bankruptcy, insolvency or other financial deficiencies not occurred.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

"Accident" means an event that: 1) was an unforeseen, unplanned, unexpected and abrupt event; 2) occurred at a specifically identifiable time and place; 3) occurred by chance from unknown causes; 4) solely and independently of all other causes, resulted in Injury to an Owner-Operator or Contract Driver; 5) arose out of his or her regular service or duty with the Policyholder during Covered Contract; and 6) occurred during the Policy Term.

"Claim" means an allegation made or administrative or regulatory action or lawsuit commenced before any board, agency or court of competent jurisdiction by an Owner-Operator or Contract Driver for benefits under the workers' compensation law of the state of domicile or state in which a principal place of business of the Policyholder, or the state where the Occupational Injury was sustained.

"Contract Driver" means a driver who:

1. has a valid and current Commercial Driver's License;
2. is authorized by the Owner-Operator to operate a power unit owned or leased by the Owner-Operator. (The Contract Driver must neither own nor lease the power unit);
3. is compensated on a basis other than time expended in the performance of work;
4. is responsible for determining the route and time for an assignment;
5. operates the power unit of the Owner-Operator who has engaged his or her services as an independent contractor. (Operating the unit must be the principal duty of the Contract Driver);
6. is classified as an independent contractor by the Owner-Operator under a Covered Contract with the Policyholder who has engaged his or her services and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance, or for any other purpose;
7. receives, for federal income tax purposes, a 1099, not a W-2; and
8. maintains an Occupational Accident Policy issued by ACE American Insurance Company to the Policyholder.

"Co-Owner" means a person who has partial ownership of a vehicle which is being operated by an Owner-Operator for the purpose of performing occupational services in the course and scope of contractual obligations for the Policyholder.

"Covered Contingency" means the Policyholder's receipt of written notice of a Claim for an Occupational Injury sustained by an Owner-Operator or Contract Driver seeking workers' compensation or employers' liability benefits within the meaning of the applicable workers' compensation law.

"Covered Contract" means a long-term between the Owner-Operator and the Policyholder governed by federal motor carrier leasing regulations. The Covered Contract must satisfy all of the following requirements:

1. The contract must be signed by the Policyholder and Owner-Operator.
2. The contract must specify the Owner-Operator's relationship with the Policyholder is that

- of an independent contractor who is at risk for profit or loss of his or her own individual business, and not that of an employee.
3. The Owner-Operator must be responsible for:
 - a. vehicle maintenance; and
 - b. vehicle operating costs, including but not limited to, repairs, physical damage insurance and personal expenses associated with the operation of the vehicle.
 4. The Owner-Operator must be responsible for hiring and supervising necessary personnel, who are independent contractors or employees of the Owner-Operator, to operate vehicle(s).
 5. The Owner-Operator must be compensated on a basis other than one based solely on time expended in performing work.
 6. The Owner-Operator must be responsible for determining the time, means and method of performing the work under such contract.
 7. The Owner-Operator must be an independent contractor, and cannot be an employee of the Policyholder.
 8. Compensation paid to the Owner-Operator must be reported for federal income tax purposes on a Form 1099.

“Dispatch” means the period of time during which an Owner-Operator or Contract Driver operates his or her vehicle, or performs vehicle repair, while being en route to pick up a load, picking up a load, en route to deliver a load, and unloading a load.

“Doctor” means a licensed health care provider acting within the scope of his or her license that is appropriate for the condition. It will not include an Owner-Operator or Contract Driver or his or her Immediate Family Member, or a provider retained by the Policyholder.

“Immediate Family Member” means a person who is related to the Owner-Operator or Contract Driver in the following manner: spouse, child (includes legally adopted or placed for adoption, or stepchild), parent (includes stepparent), brother or sister (includes stepbrother or stepsister), brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, or mother-in-law.

“Injury” means identifiable damage or harm to the physical structure of the body that is incurred solely as the direct result of an Occupational Injury during the Owner-Operator’s or Contract Driver’s service with the Policyholder. All injuries sustained by an Owner-Operator or Contract Driver in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Occupational Injury.

“Occupational Injury” means an identifiable physical Injury to, or death of, an Owner-Operator or Contract Driver caused by an Accident during his or her duties with the Policyholder pursuant to the Covered Contract while under Dispatch. Occupational Injury does not include Injuries that occur at any period of time during the course of everyday travel to and from work.

“Owner-Operator” means a person who:

1. has a valid and current Commercial Driver’s License;
2. owns or leases a power unit;
3. is responsible for maintenance of the power unit;
4. is responsible for the operating costs of the power unit, including but not limited to, fuel, repairs, supplies and other expenses associated with the operation of the power unit;
5. is responsible for maintaining physical damage insurance on the power unit;
6. is responsible for hiring and supervising personnel who operate the power unit;
7. is compensated on a basis other than time expended in the performance of work;
8. is responsible for determining the route and hours for an assignment;

9. has the right to select the load;
10. has a Covered Contract with the Policyholder for his or her services which provides he or she is an independent contractor;
11. is classified as an independent contractor by the Policyholder and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;
12. receives, for federal income tax reporting purposes, a 1099, not a W-2; and
13. maintains an Occupational Accident Policy issued by ACE American Insurance Company to the Policyholder.

The term Owner-Operator includes a Co-Owner, if the Co-Owner otherwise meets the definition of Owner-Operator.

"Policyholder" means the entity whose name is stated in the Policy Declarations, provided that, for coverage purposes, the following shall apply: 1) If the Policyholder is an individual, then he or she is a Policyholder, but only with respect to the conduct of a business that the Policyholder is the sole owner; 2) If the Policyholder is a partnership or joint venture then members and partners are also insured, but only with respect to the conduct of the partnership's or joint venture's business; and 3) If the Policyholder is a corporation, only the corporation is the Policyholder. Officers, directors and shareholders are deemed to be the Policyholder for their actions on behalf of the corporation, but only with respect to the conduct of business or businesses of the corporation.

"Policy Term" means the period beginning with the Policy Effective Date or subsequent Renewal Date and ends on the earlier of the cancellation date of the Policy or twelve (12) months after the Policy Effective Date or Renewal Date. Each renewal period begins a new Policy Term.

"We", "Our(s)", "Us" refers to the insurance company (the Company) underwriting the Policy.

SERVICE OF SUIT ENDORSEMENT

Named Insured SPECIMEN			Endorsement Number 1
Policy Symbol XXX	Policy Number XXXXX	Policy Period MM/DD/YY to MM/DD/YY	Effective Date of Endorsement MM/DD/YY
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Saverio Rocca, Assistant General Counsel
ACE Group of Insurance Companies
436 Walnut Street
Philadelphia, PA 19106-3703

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of company's right to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

The law of some jurisdictions of the United States of America requires that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative