

**Justification for Nonmaterial/Nonsubstantive Change for  
OMB Control Number 2126-0008 ICR**

**Financial Responsibility for Motor Carriers of Passengers and  
Motor Carriers of Property**

This Justification for a Nonmaterial/Nonsubstantive Change is to request the Office of Management and Budget's (OMB) approval for nonsubstantive changes to the Federal Motor Carrier Safety Administration's (FMCSA) "Financial Responsibility for Motor Carriers of Passengers and Motor Carriers of Property" information collection (IC), OMB control number 2126-0008. The change is for two forms, the MCS-90, the Endorsement for Motor Carrier Policies of Insurance for Public Liability form, and the MCS-90B, the Financial Responsibility for Motor Carriers of Passengers and Motor Carriers of Property form.

FMCSA recently discovered the forms, the MCS-90 and MCS-90B, were inadvertently revised on October 2, 2002, by changing the word "or" to "of" in the final paragraph of page 1 of 2 of the both forms, as shown highlighted in the paragraph as follows:

"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)."

The language should be "company **or** the insured..."

The impact of this change is that instead of allowing either the insurance company or the insured to cancel an endorsement, use of the term "of" would mean that ONLY the insurance company could cancel. FMCSA believes this change was made in error, because the remainder of the sentence states "by giving notice to the other party." If the change was truly intended to mean that only the insurance company could cancel, then that later phrase would have also been changed to read "by giving notice to the insured." Additionally, specific regulatory provisions support the idea that either party can cancel (see 387.7(b)(1) and 387.31(b)(1)).

FMCSA would like to change back to using the term "or" in the two forms at issue. This change should not impact the current estimate of burden hours or the cost assigned to that burden, as the endorsements and any cancellation notices are generally not submitted to FMCSA, just held at the motor carrier's primary place of business.