

CONFER TRUCKING, INC.

Serving the area since 1946.

January 21, 2016

Pennsylvania Public Utility Commission

Rosemary Chiavetta, Secretary

PO Box 3265

Harrisburg, Pa 17105

**RECEIVED**

JAN 21 2016

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**RE: Docket Number : C-2016-2522006 / Confer Trucking, Inc**

Dear Ms. Chiavetta:

Per the above complaint we have attached the following:

1. Copy of Declarations Page showing insurance
2. Confirmation of address 324 Mill Street Extension, Howard, Pa 16841
3. Copy of Policy showing cargo coverage
4. Copy of filings sent to PUC by Motorists Insurance Company

Please note in your file that effective 10/22/16 we placed insurance with a new carrier. We had no lapse in coverage. We ask that after reviewing the attached information that you would please waive the \$500.00 penalty. We apologize for the confusion and appreciate your help resolving this matter.

Best regards,

Rick Shawley

President, Confer Trucking, Inc

# Declarations

POLICY NUMBER 33.300364-80E

EFFECTIVE DATE 10/22/2015



CONFER TRUCKING INC ET AL

## Business Auto Coverage Form Declarations Page

CA 7000 (04-96)

### ITEM ONE - Named Insured

CONFER TRUCKING INC ET AL

### ITEM TWO - Schedule of Coverages and Covered Autos

Each of the following coverages will apply only to those "autos" shown as covered "autos". Covered "autos" are designated for a particular coverage by the entry of one or more Covered Auto Symbols described in Section I of the Business Auto Coverage Form; CA 0001.

Collision coverage does not apply to rental vehicles.

Coverages	Covered Auto Symbols	Limit of Liability
LIABILITY	1	\$ 1,000,000 PER ACCIDENT
UNINSURED MOTORISTS	PA 7	\$ 35,000 PER ACCIDENT
UNDERINSURED MOTORISTS	PA 7	\$ 35,000 PER ACCIDENT
PENNSYLVANIA FIRST PARTY BENEFITS	5	
BASIC FIRST PARTY BENEFIT MEDICAL EXPENSE BENEFITS		\$ 5,000 PER INSURED
COMPREHENSIVE	7	REFER TO SCHEDULE OF COVERED AUTOS FOR DEDUCTIBLE. NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.
COLLISION	7	REFER TO SCHEDULE OF COVERED AUTOS FOR DEDUCTIBLE.

### Forms and Endorsements

Forms applicable to this coverage form are listed in the Schedule Of Forms And Endorsements (IL 7004).

### ITEM THREE - Schedule of Covered Autos You Own

See Schedule of Covered Autos Form CA 7002.

### ITEM FOUR - Hired or Borrowed Covered Auto Coverage

LIABILITY COVERAGE: ( INCLUDED )

CA 7000 (04-96)

PAGE 01 OF 02

PROCESSED 11/10/2015

**M** Motorists Mutual  
Insurance Company<sup>®</sup>  
471 East Broad Street, Columbus, Ohio 43215 3861

FIRST NATIONAL INS AG LLC

ONE NORTH SHORE CENTER  
12 FEDERAL STREET  
PITTSBURGH PA 15212  
(412) 359-2530

POLICY NUMBER  
33.300364-80E

**businessinsurance**  
E Y M O T O R I S T S

CONFER TRUCKING INC ET AL

***ITEM FIVE - Non-Ownership Liability***

LIABILITY: (INCLUDED)

## Declarations

POLICY NUMBER 33-300364-80E

EFFECTIVE DATE 10/22/2015



CONFER TRUCKING INC ET AL

### Commercial Inland Marine Coverage Form Declarations Page

CM 7000 (04-96)

CONFER TRUCKING INC ET AL

#### Forms and Endorsements

Forms applicable to this Coverage Form are listed in the Schedule of Forms and Endorsements (IL 7004).

#### Motor Truck Cargo - Truckmen's Special Form (CM 7018)

#### Blanket Coverage

DESCRIPTION OF COVERED PROPERTY: TRUCKING

MAXIMUM RADIUS OF OPERATION WITHIN 250 MILES OF HOWARD, PA

TOTAL LIMIT OF INSURANCE \$ 5,000 per occurrence

MAXIMUM LIMIT ON ANY ONE VEHICLE OWNED OR LEASED BY YOU \$ 500

DEDUCTIBLE \$ 250

GROSS RECEIPTS REPORTING ENDORSEMENT APPLIES

CM 7000 (04-96)

PAGE 01 OF 01

PROCESSED 11/10/2015

**M** Motorists Mutual  
Insurance Company<sup>®</sup>  
471 East Broad Street, Columbus, Ohio 43215-3861

FIRST NATIONAL INS AG LLC  
ONE NORTH SHORE CENTER  
12 FEDERAL STREET  
PITTSBURGH PA 15212  
(412) 359-2530

## Commercial Inland Marine Conditions

**CM 0001 (06-95)**

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. ABANDONMENT

There can be no abandonment of any property to us.

#### B. APPRAISAL

If we and you disagree on the value of the property or the amount of "loss," either may make written demand for an appraisal of the "loss." In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### C. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss." Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
5. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.

6. Permit us to inspect the property and records proving "loss."

7. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.

8. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Promptly send us any legal papers or notices received concerning the "loss."

10. Cooperate with us in the investigation or settlement of the claim.

#### D. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same "loss," we will not pay more than the actual amount of the "loss."

#### E. LOSS PAYMENT

We will pay or make good any "loss" covered under this Coverage Form within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

#### F. OTHER INSURANCE

If you have other insurance covering the same "loss" as the insurance under this Coverage Form, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

#### G. PAIR, SETS OR PARTS

1. Pair or Set. In case of "loss" to any part of a pair or set we may:

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

USER ID: **TIMPAGE**  
TRANSMISSION NUMBER: **WEB52937**  
TRANSMITTED ON: **10/23/2015 09:32:11**  
  
COMPANY NAME: **MOTORISTS MUTUAL INSURANCE CO.**  
SUBMITTED BY: **MOTORISTS MUTUAL INSURANCE CO. (03470-00)**

Docket	Form/Type	Policy Number	Effective Date	Action
<b>MC-421421</b>	<b>BMC-91/BIPD</b>	<b>33.300364</b>	<b>10/22/2015</b>	<b>ACCEPTED</b>

Values in FMCSA Licensing & Insurance Database:

Legal Name: **CONFER TRUCKING, INC.**  
Address: **324 MILL ST EXT**  
**HOWARD PA US 16841**

91X Coverage(Type/Max/Underlying):

Total: 1

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

**Total: 1**

**FORM F**  
**UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY**  
**INSURANCE ENDORSEMENT**

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated on the reverse side hereof.
3. This endorsement 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 with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. 33.300364

issued by MOTORISTS MUTUAL INSURANCE COMPANY, herein called

Company, of 471 EAST BROAD STREET, COLUMBUS, OHIO 43215

to Confer Trucking Inc of 324 Mill Street Ext, Howard, PA 16841

Dated at COLUMBUS, OHIO this 23rd day of October 20 15

Countersigned by \_\_\_\_\_  
Authorized Representative

AGENT - First National Ins Ag LLC - 8206

**X = INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED**

ALABAMA	ILLINOIS	MONTANA	RHODE ISLAND
ALASKA	INDIANA	NEBRASKA	SOUTH CAROLINA
ARIZONA	IOWA	NEVADA	SOUTH DAKOTA
ARKANSAS	KANSAS	NEW HAMPSHIRE	TENNESSEE
CALIFORNIA	KENTUCKY	NEW JERSEY	TEXAS
COLORADO	LOUISIANA	NEW MEXICO	UTAH
CONNECTICUT	MAINE	NEW YORK	VERMONT
DELAWARE	MARYLAND	NORTH CAROLINA	VIRGINIA
DIST. OF COLUMBIA	MASSACHUSETTS	NORTH DAKOTA	WASHINGTON
FLORIDA	MICHIGAN	OHIO	WEST VIRGINIA
GEORGIA	MINNESOTA	OKLAHOMA	WISCONSIN
HAWAII	MISSISSIPPI	OREGON	WYOMING
IDAHO	MISSOURI	PENNSYLVANIA	X

**FORM F**  
**UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY**  
**INSURANCE ENDORSEMENT**

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated on the reverse side hereof.
3. This endorsement 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 with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. 33.300364

issued by MOTORISTS MUTUAL INSURANCE COMPANY, herein called

Company, of 471 EAST BROAD STREET, COLUMBUS, OHIO 43215

to Confer Trucking Inc of 324 Mill Street Ext, Howard, PA 16841

Dated at COLUMBUS, OHIO this 23rd day of October 20 15

Countersigned by \_\_\_\_\_  
Authorized Representative

AGENT - First National Ins Ag LLC - 8206

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

*(Executed in Triplicate)*

Filed with PA Public Utility Commission (hereinafter called Commission)  
(Name of Commission)

This is to certify, that the Motorists Mutual Insurance Company  
(Name of Company)

(hereinafter called Company) of 471 East Broad Street, Columbus, OH 43215  
(Home Office Address of Company)

has issued to Confer Trucking Inc of 324 Mill Street Ext, Howard, PA 16841  
(Name of Motor Carrier) (Address of Motor Carrier)

a policy or policies of insurance effective from 10/22/2015 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until cancelled 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.

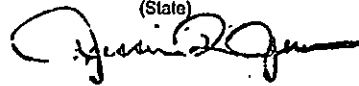
Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be cancelled 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 471 East Broad Street, Columbus, OH 43215  
(Street Address) (City) (State) (Zip Code)

this 23rd day of October 2015.

Insurance Company File No. 33.300364  
(Policy Number)



(Authorized Company Representative)

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.



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 Confer Trucking Inc of PA  
*(Motor Carrier name)* *(Motor Carrier state or province)*

Dated at 9:38 am on this 23rd day of October, 2015

Amending Policy Number: 33.300364 Effective Date: 10/22/2015

Name of Insurance Company: MOTORIST MUTUAL 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 \$ 1,000,000 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 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: (614) 220-6968.

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.



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 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 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.

Form BMC-90

Approved by OMB  
2126-0017  
Expires: 05/31/2012

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR  
AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY UNDER  
SECTION 13906, TITLE 49 OF THE UNITED STATES CODE

The policy to which this endorsement is attached is an automobile bodily injury and property damage liability policy and is amended to assure compliance by the insured as a motor carrier of passengers or property, with Section 13906, Title 49 of the United States Code and the pertinent rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company agrees to pay, within the limits of liability prescribed herein, any final judgment recovered against the insured for bodily injury to or death of any person, or loss of or damage to property of others (excluding injury to or death of the insured's employees while engaged in the course of their employment, and property transported by the insured, designated as cargo), resulting from negligence in the operation, maintenance, or use of motor vehicles under certificate or permit issued to the insured by the Federal Motor Carrier Safety Administration, or otherwise in interstate or foreign commerce subject to Chapter 139 of Title 49 of the United States Code, regardless of whether or not such motor vehicles are specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized by the Federal Motor Carrier Safety Administration to be served by the insured or elsewhere.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement, by the insured, shall relieve the Company from liability or from the payment of any final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company, and 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 understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as prescribed herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The Company's liability for the amounts provided 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.

The liability of the Company on each motor vehicle shall be the limits prescribed in 49 CFR 387.303(b)(1), governing minimum amounts of insurance.

This endorsement may not be canceled without notification to the Federal Motor Carrier Safety Administration. Such cancellation may be effected by the Company or the insured giving thirty (30) days notice in writing to the Federal Motor Carrier Safety Administration at its office in Washington, D.C., said thirty (30) days notice commencing from the date notice is received by the FMCSA.

Issued to: Confer Trucking Inc of 324 Mill St Ext, Howard, PA 16841

Dated at Columbus, OH this 23rd day of October, 2015

Amending Policy No. 33.300364 Effective Date 10/22/2015

Name of Insurance Company Motorists Mutual Insurance Company

Countersigned by   
Authorized Company Representative

Jessica Jones - AVP Commercial Lines

ENDORSEMENT FOR MOTOR COMMON CARRIER POLICIES OF INSURANCE  
FOR CARGO LIABILITY UNDER THE PUBLIC UTILITY LAW,  
EFFECTIVE JUNE 1, 1937

The policy to which this endorsement is attached is a cargo insurance policy, and is hereby amended to assure compliance by the insured, as a Common carrier of property by motor vehicle, with Public Utility Law, effective June 1, 1937, with reference to making compensation to shippers or consignees for all property belonging to shippers or consignees coming into the possession of such carrier in connection with its transportation service, and with the pertinent rules and regulations of the Pennsylvania Public Utility Commission.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay within the limits of liability hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into the possession of the insured in connection with its transportation service, for which loss or damage the insured may be held legally liable, regardless of whether the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of the property hereby insured 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 limits of liability hereinafter provided it is further understood and agreed that no condition, provision, stipulation or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement by the insured, shall affect in any way the right of any shipper or consignee, or relieve the Company from liability for the payment of any claim for which the insured may be held legally liable to compensate shippers or consignees irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to 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 loss or damage 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.

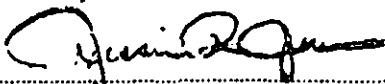
The liability of the Company for the limits provided in this endorsement shall be a continuing one notwithstanding any recovery hereunder. The Company shall not be liable for an amount in excess of \$ \_\_\_\_\_ in respect of the loss of or damage to the property hereby insured carried on any one motor vehicle, whether or not such losses or damages occur while such property is on a motor vehicle or otherwise.

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

This endorsement may not be canceled without cancelation of the policy to which it is attached. Such cancelation may be effected by the Company's or the insured's giving thirty (30) days' notice in writing to the Pennsylvania Public Utility Commission at its office in Harrisburg, Pennsylvania, said thirty (30) days' notice to commence to run from the date notice is actually received at the office of said Commission.

Attached to and forming part of Policy No. 33.300364, issued by the Motorists Mutual  
Insurance Company (herein called Company) of 471 E Broad St, Columbus, OH 43215

Dated at Columbus, OH this 22ND day of OCTOBER, ~~19~~2015

Countersigned by  \_\_\_\_\_  
Authorized Company Representative.

Form UCPC-31

To be sent to—  
PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
Bureau of  
Motor Transportation  
Harrisburg, Pa.

**MOTOR CARRIER CARGO LIABILITY  
CERTIFICATE OF INSURANCE**  
Filed With  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Bureau of Motor Transportation  
Harrisburg, Pa.  
*(Executed in Triplicate)*

Received and approved:

Date .....

Application  
Docket Number

C-2522006

This is to certify, That the Motorists Mutual Insurance Company

(hereinafter called Company) of 471 East Broad Street, Columbus, OH 43215

has issued to CONFER TRUCKING INC of 324 MILL ST EXT, HOWARD, PA 16841

the policy of Cargo Insurance herein described which, by the attachment of endorsement, Form Number UCPC-32, approved by the Pennsylvania Public Utility Commission, has been amended to provide compensation for loss of or damage to all property belonging to shippers or consignees and coming into the possession of the Insured in connection with its transportation service under certificate of public convenience or permit issued to the Insured by the Pennsylvania Public Utility Commission or otherwise under the Public Utility Law, effective June 1, 1937, and the pertinent rules and regulations of the Pennsylvania Public Utility Commission, regardless of whether the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of such property are specifically described in the policy or not. The Company shall not be liable for an amount in excess of \$ 5,000, in respect of the loss of or damage to the property hereby insured carried on any one motor vehicle, whether such losses or damages occur while such property is on a motor vehicle, or otherwise. 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.

Whenever requested by the Commission the Company agrees to furnish to the Commission 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's or the Insured's giving thirty (30) days' notice in writing to the Pennsylvania Public Utility Commission at its office in Harrisburg, Pennsylvania, said thirty (30) days' notice to commence to run from the date notice is actually received at the office of said Commission.

Policy No. 33.300364 Effective from 10/22/2015 to continuous until cancelled

Countersigned at 417 East Broad Street this 20TH day of JANUARY, 2016  
Columbus, OH 43215

MC2808 (Ed. 9-72) UNIFORM PRINTING & SUPPLY DIV.

Authorized Company Representative

ORIGIN ID:AGCA (412) 359-2511  
CINDY WOOLFORD  
FIRST NATIONAL BANK  
ONE NORTH SHORE CENTER  
12 FEDERAL STREET, SUITE 405  
PITTSBURGH, PA 15212  
UNITED STATES US

SHIP DATE: 21JAN16  
ACTWGT: 1.00 LB  
CAD: 7195388/NET3730

BILL SENDER

TO ROSEMARY CHIAVETTA, SECRETARY  
PENNA. PUBLIC UTILITY COMMISSION  
P.O. BOX 3265

HARRISBURG PA 17105

(814) 231-4525

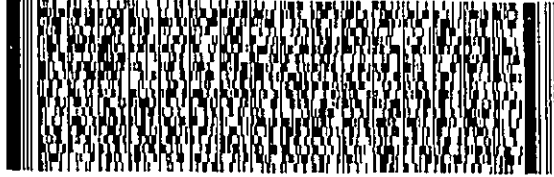
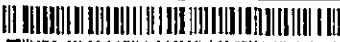
REF: 154

INV:

PO:

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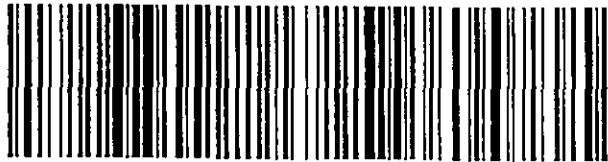
PRIORITY OVERNIGHT

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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