

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

**APPLICATION FOR TRANSPORTATION BY MOTOR
COMMON CARRIERS OF PROPERTY**

(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

<p>For PUC Use Only</p> <p>Docket No. <u>A-114295</u></p> <p>Folder No. _____</p>
--

MARSHALL GRAHAM JA. DBA.

1. Graham Trucking
(Full and correct name in which you intend to operate)

2. _____
(Trade name, if any)

The trade name, if fictitious, _____ been registered
(has or has not)

Secretary of the Commonwealth on _____ (attach
date-stamped registration form).

97 SEP 26 PM 5:29

3. 14 Conestoga St. (717) 684-8602
(Physical Address) (Telephone No.)

Washington Boro., Lancaster, Pa. 17582
(City) (County) (State) (Zip)

4. Same
(Mailing Address; if different)

(City) (County) (State) (Zip)

5. _____
(Attorney's Name) (Telephone Number)

(Attorney's Address)

**DOCUMENT
FOLDER**

<p>DOCKETED</p> <p>APPLIC. FILED DOCKET</p> <p>SEP 26 1997</p> <p>ENTRY No. <i>[Signature]</i></p>

6. Applicant Dob hold ICC authority under Docket
(does or does not)

No. MC 258636

7. Applicant does NOT have a current safety rating
(does or does not)

issued by the ICC.

(attach copy)

8. Approximate number of commercial vehicles to be operated

intrastate: owned 6 leased _____

9. Applicant is (check one):

Individual

Partnership. Attach copy of partnership agreement and list names and addresses of all partners below (use additional sheet if necessary).

(Name)	(Address)

Corporation. Organized under the laws of the State of _____ and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach date-stamped copy of application for Certificate of Incorporation or Authority). Include as an attachment a list of corporate officers and their titles and the names, addresses and numbers of shares held by each stockholder.

10. Attach the following, as appropriate (check those attached):

- Partnership Agreement.
- Date-stamped copy of Fictitious Trade Name registration certificate.
- Date-stamped copy of Application for Certificate of Incorporation or Certificate of Authority.
- Copy of current safety rating issued by a state or federal agency.
- List of corporate officers and stockholders and distribution of shares.
- Proof of insurance.

11. Certification

- a. Applicant certifies that it is not now engaged in any intrastate transportation of property for compensation between points in Pennsylvania and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation is received.
- b. Applicant certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance may result in civil penalties, suspension or cancellation of the certificate.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenue to help pay expenses incurred by the PUC in regulating motor common carriers of property; and acknowledges that failure to file the annual assessment report and timely satisfy the assessment may result in civil penalties, suspension or cancellation of the certificate.

97 SEP 25 PM 4:29
COMMUNICATIONS SECURITY

VERIFICATION OF APPLICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

MARSHALL GRONAU *Marshall Grönau* 9-23-97
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

This section must be completed by the applicant appearing on Line 1, if an individual; by all partners, if a partnership; or by the President or Secretary if a corporation.

COMMERCIAL AUTO DECLARATIONS

National Casualty Company

Home Office: 28333 Telegraph Rd., Southfield, MI 48034

Property/Casualty Division

8877 N. Gainey Center Dr., Scottsdale, AZ 85258, 1-800-423-7675 (outside Arizona)

A STOCK COMPANY

Renewal of Number

CA 080617

ITEM ONE - NAMED INSURED AND ADDRESS:

Marshall Graham Jr DBA
Graham Trucking
14 Conestoga St
Washington Boro PA 17382

The Declarations include a second part designated "Part 2."

FORM OF NAMED INSURED'S BUSINESS:

CORPORATION; PARTNERSHIP;
 INDIVIDUAL or OTHER

NAMED INSURED'S BUSINESS:

AGENT NAME AND ADDRESS:

David L. Ellis & Co., Inc
3552 Old Gettysburg Rd., Suite 203
Camp Hill, PA 17011

Agent No: 37011

POLICY PERIOD: Policy covers FROM: 12/23/96 TO: 12/23/97

12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7, 5, 9	\$1,000,000 SEE CA03021293	\$ 9457
PERSONAL INJURY PROTECTION (P.I.P.) ††	7	SEPARATELY STATED IN EACH P.I.P. END. MINUS \$ Deductible	\$ 43
ADDED P.I.P. (or equivalent added No-fault cov.)	7	SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	\$ 100
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ Deductible FOR EACH ACCIDENT	\$
AUTO MEDICAL PAYMENTS		\$	\$
UNINSURED MOTORISTS (UM)	7	\$ 35,000	\$ 44
UNDERINSURED MOTORISTS (when not included in UM Cov.)	7	\$ included	\$ included
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ Ded. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. ††† \$25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. ††† \$ Deductible FOR EACH COVERED AUTO. †††	\$
	SPECIFIED CAUSES OF LOSS COVERAGE		\$
	COLLISION COVERAGE		\$
	TOWING AND LABOR (Not Available in California)		\$ for each disablement of a private passenger auto

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE †:

PREMIUM FOR ENDORSEMENTS	\$
ESTIMATED TOTAL PREMIUM	\$ 9727

SEE ATTACHED

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

†† (or equivalent No-fault cov.) ††† See ITEM FOUR for hired or borrowed "autos."

Covered Auto No.	DESCRIPTION Year Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)	PURCHASED			TERRITORY: Town & State Where the Covered Auto will be principally garaged
		Original Cost New	Actual Cost 3	NEW (N) USED (U)	
1	SEE DLE-001				
2					
3					
4					
5					

Covered Auto No.	Radius of Operation (In Miles)	Business use s = service r = retail c = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.
					Liab.	Phy. Damage			
1	SEE	DLE-001							
2									
3									
4									
5									

Countersigned: 01/30/97

By David L. Ellis #B
Authorized Representative 1-397

† Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

ITEM THREE (Cont'd)

COVERAGES—PREMIUMS, LIMITS AND DEDUCTIBLES													(Absence of a deductible or limit entry in any column below indicates that the limit or deductible entry in the corresponding ITEM TWO column applies instead)			
Covered Auto No	LIABILITY		P.I.P.		ADDED P.I.P.	P.P.I. (Mich. only)		AUTO. MED. PAY.		COMPREHENSIVE		SPEC. CAUSE OF LOSS	COLLISION		TOWING & LABOR	
	Limit (In Thousands)	Premium	Limit minus deductible shown below	Premium	Limit * Premium	Limit minus deductible shown below	Premium	Limit (In Thousands)	Premium	Limit ** minus deductible shown below	Premium	Limit ** Premium	Limit ** minus deductible shown below	Premium	Limit per disbursement	Premium
1																
2																
3																
4																
5																
Total Premium			XXX			XXX		XXX		XXX			XXX		XXX	

Add'l Coverage(s)—Premium, Limit, Deductible: _____ *Limit stated in each applicable P.I.P. column. **Limit stated in ITEM TWO.

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIAB. COV. PRIMARY)	PREMIUM
PA	10,000			\$ 1.25
				\$
				\$
TOTAL PREMIUM				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	\$ WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		\$
SPECIFIED CAUSES OF LOSS	\$ WHICHEVER IS LESS, MINUS \$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM		\$
COLLISION	\$ WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO		\$
TOTAL PREMIUM			\$

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by . If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

ITEM FIVE—SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees		\$
	Number of Partners		\$
Social Service Agency	Number of Employees	1 25 25	\$ 50
	Number of Volunteers		\$
TOTAL PREMIUM			\$

ITEM SIX—SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS—LIABILITY COVERAGE—PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES		PREMIUMS	
	LIABILITY COVERAGE	AUTO MED. PAYMENTS	LIABILITY COVERAGE	AUTO MED. PAYMENTS
	<input type="checkbox"/> Per \$100 of Gross Receipts		\$	\$
	<input type="checkbox"/> Per Mile		\$	\$
			\$	\$
			\$	\$
TOTAL PREMIUMS			\$	\$
MINIMUM PREMIUMS			\$	\$

When used as a premium basis:
FOR PUBLIC AUTOS
 Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:
 A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
 B. Advertising Revenue.
 C. Taxes which you collect as a separate item and remit directly to a governmental division.
 D. C.O.D. collections for cost of mail or merchandise including collection fees.
 Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.
FOR RENTAL OR LEASING CONCERNS
 Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.
 Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

SCHEDULE OF AUTOS:

AUTO NO#	DESCRIPTION YEAR, MODEL VEHICLE IDENTIFICATION NUMBER (VIN)	PURCHASED		TERRITORY TOWN & STATE WHERE PRINCIPALLY GARAGED
		COST NEW	ACT/COST USED (U)	
PA-001	94, KENWORTH 637834			LANCASTER PA, 023,
PA-002	89, FREIGHTLINER 366767			LANCASTER PA, 023,
PA-003	89, PETERBILT 265804			LANCASTER PA, 023,
PA-004	88, MARMOM 1000243			LANCASTER PA, 023,

COVERED AUTO NO#	RADIUS	S=SERVICE R=RETAIL C=COMM.	CLASSIFICATION				SECONDARY RATING FACTOR	CLASS CODE
			SIZE GVW, GCW SEATING CAPACITY	AGE GRP	PRIMARY FACTOR LIAB	PHYS. DAMAGE		
PA-001	50	C	45,000+	4	2.500	1.150/1.150	.850	404210
PA-002	50	C	45,000+	6	2.500	1.150/1.150	.850	404210
PA-003	50	C	45,000+	6	2.500	1.150/1.150	.850	404210
PA-004	50	C	45,000+	6	2.500	1.150/1.150	.850	404210

COVERED AUTO NO#	LIABILITY LIMIT (000)	PREMIUM	PIP / PPI (MI ONLY)		ADDITIONAL LIMIT	PIP PREMIUM
			LIMIT	PREMIUM		
PA-001	1,000	2,320.00	1	12.00	50,000	42.00
PA-002	1,000	2,320.00	1	12.00	50,000	42.00
PA-003	1,000	2,320.00	1	12.00	50,000	42.00
PA-004	1,000	2,320.00	1	12.00	50,000	42.00

COVERED AUTO NO#	AUTO MED. LIMIT	PAY PREMIUM	UNINSURED MOTORISTS		UNDERINS. MOTORISTS PREMIUM
			LIMIT (000)	PREMIUM	
PA-001			35	10.00	1.00
PA-002			35	10.00	1.00
PA-003			35	10.00	1.00
PA-004			35	10.00	1.00

COVERED AUTO NO#	COMPREHENSIVE		SPECIFIED CAUSE OF LOSS		COLLISION		TOWING & LABOR	
	DEDUCTIBLE	PREMIUM	PREMIUM	DEDUCTIBLE	PREMIUM	LIMIT/DISABLEMENT	PREMIUM	
PA-001								
PA-002								
PA-003								
PA-004								

COVERED AUTO NO#	POLICY CONSTANT	R.B.M.C.	OTHER SURCHARGES	MISC PREM	VEHICLE		VEHICLE TOTAL
					LIAB TOTAL	PH DMG TOTAL	
PA-001					2,385.00		2,385.00
PA-002					2,385.00		2,385.00
PA-003					2,385.00		2,385.00
PA-004					2,385.00		2,385.00

STATE (PA) TOTAL PREM. 9,540.00 9,540.00

National Casualty Company

ENDORSEMENT
NO. 1

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON.		
CA080617	02	20	97	A.M. X		Marshall Graham Jr Db Graham Trucking	37011

The Auto(s) described below is (are) Added to the policy:

AUTO#	DESCRIPTION		COST NEW	GARAGE LOCATION
5	1997 WESTERN STAR	#2WLECDJHOVK948149	\$119,724	023 LANCASTER, PA
6	1997 INTERNATIONAL	#2HTFBAET8VC030783	\$117,696	023 LANCASTER, PA

Classification:

AUTO#	RADIUS	USE	SEAT CAP	AGE	FACTORS (P/S)		CLASS CODE
5	100	C	DUMP TRK	1	2.50	.85	40421
6	100	C	DUMP TRK	1	2.50	.85	40421


Premium Breakdown:

AUTO NO.	LIABILITY		P.I.P.		ADDED PIP		UN/UM		COMP		COLL	
	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	DED	PREM	DED	PREM
5	1000	1945	10		35	35	35	9				
6	1000	1944	10		35	35	35	9				

TOTALS: \$ 3889 \$ 20 \$ 70 \$ 18 \$ _____ \$ _____

TOTAL ADDITIONAL PREMIUM: \$ 3997.00

DATE: 2/21/97 PAS



AUTHORIZED REPRESENTATIVE

1 2.25.97

DATE

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART (CONTINUED)

IL7020 (ED. 09-96)	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
CM7195 (ED. 01-89)	MOTOR TRUCK CARGO LIABILITY COVERAGE SUPPLEMENTAL DECLARATIONS
CM7197 (ED. 06-95)	MOTOR TRUCK CARGO LEGAL LIABILITY BROAD COVERAGE FORM
CM7201 (ED. 09-88)	B.M.C. 32
CM7910 (ED. 10-91)	COMMERCIAL INLAND MARINE POLICY JACKET

**MOTOR TRUCK CARGO LIABILITY COVERAGE
SUPPLEMENTAL DECLARATIONS**



POLICY NUMBER: 3AT 631 845-00

The following is added to the Declarations and applies to the Coverage Form indicated below by "X":

- MOTOR TRUCK CARGO LEGAL LIABILITY BASIC COVERAGE FORM
- MOTOR TRUCK CARGO LEGAL LIABILITY BROAD COVERAGE FORM
- MOTOR TRUCK CARGO LEGAL LIABILITY SPECIAL COVERAGE FORM

1. NAMED INSURED:
GRAHAM TRUCKING,
MARSHALL GRAHAM D/B/A

2. LIMITS OF INSURANCE: **Limit of Insurance**

A. Per Vehicle:	SEE SEC. 4
B. Per Occurrence:	\$40,000

3. DEDUCTIBLE: \$1,000

4. SCHEDULE OF COVERED VEHICLES:

Vehicle No.	Description of Vehicle/Identification No.	Limit of Insurance
01	1988 MARMON DUMP TRUCK S# 100243	\$5,000
02	1989 PETERBILT DUMP TRUCKS# 265804	\$35,000
03	1989 FREIGHTLINER DUMP TRUCK S# J36767	\$5,000
04	1994 KENWORTH DUMP TRUCK S# 637834	\$5,000
05	1997 WESTERN STAR DUMP TRUCK S# 948149	\$5,000
06	1997 INTERNATIONAL DUMP TRUCK S# 030783	\$5,000

5. OPTIONAL COVERAGE:

Terminal Coverage is provided only if indicated below by "X":

Terminal Coverage

Location

Limit of Insurance

6. REPORTING INFORMATION: The following is added to the Declarations and applies to the:

Motor Truck Cargo Legal Liability Gross Receipts Reporting Endorsement; or

Reporting and Premium Adjustment Endorsement;

if attached to and made a part of this policy:

A. Deposit Premium

B. Premium Base

C. Reporting Rate (Per \$100)

D. Reporting Period

E. Premium Adjustment Period

F. Minimum Premium

7. SPECIAL PROVISIONS (if any):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART**
- COMMERCIAL CRIME COVERAGE PART**
- COMMERCIAL INLAND MARINE COVERAGE PART**
- COMMERCIAL PROPERTY COVERAGE PART**
- FARM COVERAGE PART**

A. For insurance provided under the:

- Boiler and Machinery Coverage Part
- Commercial Crime Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Property Coverage Part

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

The TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY Common Policy Condition is replaced by the following:

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in 1. or 2. below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

B. For insurance provided under the COMMERCIAL INLAND MARINE COVERAGE PART, COMMERCIAL PROPERTY COVERAGE PART or the FARM COVERAGE PART, the following is added to the LOSS PAYMENT Loss Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:
 - a. Accept your claim;
 - b. Deny your claim; or
 - c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within

30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.

3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to sus-

pect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

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An Insurance Company, its agents, employees or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice or gross negligence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART**
- BUSINESSOWNERS POLICY**
- COMMERCIAL AUTOMOBILE COVERAGE PART**
- COMMERCIAL CATASTROPHE LIABILITY COVERAGE PART**
- COMMERCIAL CRIME COVERAGE PART***
- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- COMMERCIAL PROPERTY COVERAGE PART**
- COMMERCIAL INLAND MARINE COVERAGE PART**
- ELECTRONICS ERRORS AND OMISSIONS LIABILITY COVERAGE PART**
- FARM COVERAGE PART**
- LIQUOR LIABILITY COVERAGE PART**
- POLLUTION LIABILITY COVERAGE PART**
- PRODUCTS--COMPLETED OPERATIONS LIABILITY COVERAGE PART**

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

- A.** The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

- 1.** The first Named Insured shown in the Declarations may cancel this policy or any Coverage Part by writing or giving notice of cancellation.
- 2. Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

- 3. Cancellation Of Policies In Effect For 60 Days Or More**

If this policy or any Coverage Part has been in effect for 60 days or more or if this policy or any Coverage Part is a renewal of a policy we issued, we may cancel this policy or any Coverage Part only for one or more of the following reasons:

- a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy or any Coverage Part may also be cancelled from inception upon discovery that the policy or any Coverage Part was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we can-

cel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy or any Coverage Part, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F -- DEFINITIONS.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

**LEGAL LIABILITY COVERAGE FOR CARGO
"IN TRANSIT"**

This covers your legal liability for property of others as a common or contract "carrier" under tariff documents, bills of lading or shipping receipts issued by you.

1. COVERED PROPERTY

Covered Property, as used in this Coverage Form, means lawful goods or merchandise, the property of others as described in tariff documents, bill of lading or shipping receipts issued by you, while in your custody and control.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Accounts, bills, deeds, evidences of debt, currency, money, coins, stamps, securities, notes, letters of credit, bullion, blueprints, passports, tickets, documents, manuscripts, records or other valuable papers;
- b. Jewelry, precious stones or other similar valuables; paintings, statuary or other works of art;
- c. Live animals or live poultry;
- d. Eggs;

- e. Property carried gratuitously or as an accommodation;
- f. Contraband or property in the course of illegal transportation or trade;
- g. Property in or on any vehicle under your control after the vehicle has remained at any dock, depot, station or terminal more than 30 days after arrival, or any other location for more than 72 hours after arrival, or when a warehouse receipt is issued, whichever first shall occur.
- h. Shipments while in the custody of any other carrier if your subrogation rights have been waived or made unenforceable; or
- i. Property for which no bill of lading or shipping receipt has been issued.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the EXCLUSIONS.

4. ADDITIONAL COVERAGES

a. DEBRIS REMOVAL EXPENSE COVERAGE

- 1) We will pay expense you incur to remove debris of covered property caused by or resulting from a covered cause of loss during the term of this policy. Such expenses will be paid only if they are re-

ported to us within 180 days of the date of the loss or the expiration date of this policy whichever first occurs.

- 2) Our Limit of Insurance under this additional coverage shall not exceed \$5,000 for the sum of all such expenses occurring during each separate 12-month period commencing with the policy inception date.
- 3) Debris removal expense does not apply to cost or expense to extract "pollutants" as defined herein from land or water nor to cost or expense to remove, restore or replace polluted land or water.

b. POLLUTANT CLEAN UP AND REMOVAL EXPENSE COVERAGE

- 1) We will pay expenses you incur to extract "pollutants" from land or water if the release, discharge, or dispersal of the "pollutants" is caused by a covered cause of loss during the term of this policy. Such expenses will be paid only if they are reported to us within 180 days of the date of the loss or the expiration date of this policy, whichever first occurs.
- 2) Our Limit of Insurance under this additional coverage shall not exceed \$5,000 for the sum of all such expenses occurring during each separate 12-month period commencing with the policy inception date.
- 3) "Pollutants" means any solid, liquid, gaseous, radioactive or thermal irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

These Additional Coverages do not increase the Limit of Insurance provided in this Coverage Form.

5. COVERAGE EXTENSION

a. DEFENSE OF SUITS

We agree to defend you against any suit others bring against you for "loss" to Covered Property from a Covered Cause of Loss. But we retain the right to investigate, negotiate and settle any claim or suit in any way we determine is expedient.

We will pay expenses we incur under this Coverage Extension in addition to any applicable Limits of Insurance of this Coverage Form. However, we will not pay for settlements of claims or suits under this Coverage Extension. Nor will we pay any claim or judgment or defend any suit after the applicable Limit of Insurance of this Coverage Form has been exhausted by the payment of judgments, suits or claims.

b. EARNED FREIGHT CHARGES

We will pay freight charges you have earned that you cannot collect from others because of "loss" to Covered Property due to a Covered Cause of Loss. We will pay this in addition to any other amount we must pay.

However, if we pay freight charges to others as part of the payment for any claim, we shall not be required to also pay them to you.

This Coverage Extension does not increase the Limits of Insurance of the Coverage Form.

This Coverage Extension is subject to any applicable Deductible of this Coverage Form.

6. OPTIONAL COVERAGE

If shown in the Declarations, the following Optional Coverage applies:

TERMINAL COVERAGE

We will pay for "loss" to Covered Property loaded in or on vehicles or unloaded and at your risk at terminal locations specified

in the Declarations, except as limited in the Property Not Covered section.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. EARTHQUAKE

But we will pay for direct "loss" caused by resulting fire if such "loss" would be covered under this Coverage Form.

This exclusion only applies to property at terminals owned, leased or otherwise controlled by you.

b. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if "loss" caused by such fire would be covered under this Coverage Form.

c. NUCLEAR HAZARD

- 1) Any weapon employing atomic fission or fusion; or
- 2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if such "loss" would be covered under this Coverage Form.

d. WAR AND MILITARY ACTION

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Improper packing and rough handling by you, your employees, subhaulers of other agents.
- b. Breakage, contact with oil or grease, marring or scratching, wetness or dampness, cold or heat, leakage of liquids, or as the result of being spotted, discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or changed in flavor.

But we will pay for such "loss" caused directly by fire, lightning, windstorm, hail, smoke, explosion, collision, overturning of vehicles, aircraft, vandalism and malicious mischief or burglary or attempted theft.

- c. Delay, loss of market or loss of profit.
- d. Dishonest acts by you, anyone else with an interest in the property, your or their employees or your authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person taking part in any of these.
- h. Your neglect in protecting the Covered Property at the time of and after any "loss."

- i. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, except ensuing "loss" from a peril not otherwise excluded by this policy.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to "loss" to property in or on any one cargo carrying vehicle is the Limit of Insurance per vehicle specified in the Declarations.

If Terminal Coverage is specified in the Declarations, the most we will pay for "loss" to property at any terminal location is the Limit of Insurance specified for that terminal location in the Declarations.

However, in no event will we pay more for "loss" to Covered Property in any one occurrence involving one or more cargo carrying vehicle or terminals than the Limit of Insurance per occurrence specified in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions.

1. COVERAGE TERRITORY

We cover property "in transit" within:

- a. The 48 contiguous United States of America;
- b. District of Columbia;
- c. Canada; and
- d. Mexico.

If Terminal Coverage is specified in the Declarations, we cover property loaded in or on vehicles or unloaded and at your risk at terminal locations specified in the Declarations within:

- a. The 48 contiguous United States of America;
- b. District of Columbia;
- c. Canada.

2. VALUATION

General Condition E., VALUATION, in the Commercial Inland Marine Conditions is replaced by the following:

All shipments are valued at:

- a. The amount of invoice; or
- b. If not shipped under invoice, at cash market value on the date and at the place of shipment; but
 - 1) Our liability will not exceed the value stated in tariff documents, bills of lading or shipping receipts, if any; nor
 - 2) The cost of replacing that property with property of like kind and quality.

3. YOUR REIMBURSEMENT OF US

If we pay a loss because of any special endorsement required by law, the Interstate Commerce Commission, any Public Utilities Commission, Corporation Commission or Railroad Commission, which we would not have been liable for under the terms of this Coverage Part, you will fully reimburse us for our payments along with any additional expenses we incur in connection with it.

4. STATUTORY ENDORSEMENTS

Any statutory endorsements regulating your business will be valid only if required for mandatory or permissive compliance with the statute applicable to you at the time of "loss."

5. FINES AND ASSESSMENTS

We will not pay for costs or penalties resulting from your violation of any law or regulation due to any delay in the payment, denial or settlement of any claim.

6. YOUR COOPERATION -- DEFENSE OF SUITS

You must cooperate with us in obtaining evidence, effecting settlements and conducting suits, hearings and trials.

F. DEFINITIONS

"Carrier" means contract or public truckmen motor transportation companies and any connecting public truckmen or motor transportation company of the above.

"In Transit" is defined as follows:

Covered Property shipped via a "carrier" shall be considered "in transit" from the time the goods are in the exclusive custody and control of the "carrier" and continuously until the transporting vehicle arrives at the destination premises and are transferred to the exclusive custody and control of the consignee, warehousemen or receiver.

"Loss" means accidental loss or damage.

ENDORSEMENT FOR MOTOR COMMON CARRIER POLICIES OF INSURANCE FOR CARGO LIABILITY UNDER SECTION 10927, TITLE 49 OF THE UNITED STATES CODE

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 Section 10927, Title 49 of the United States Code, 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 under certificate of public convenience and necessity issued to the insured by the Interstate Commerce Commission, or otherwise in transportation in interstate or foreign commerce subject to Commission rules and regulations.

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 such 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 arising out of such transportation service 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 \$5,000 in respect to all losses or damages to property hereby insured carried on any one motor vehicle, nor in any event for an amount in excess of \$10,000, in respect to any loss of or damage to or aggregate of losses or damages of or to such property occurring at any one time and place.

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 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 Interstate Commerce Commission at its office in Washington, D.C., 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. 3AT 631 845-00, issued by the
LUMBERMENS MUTUAL CASUALTY COMPANY (herein called Company)
of LONG GROVE IL
to GRAHAM TRUCKING, MARSHALL GRAHAM D/B/A
of 14 CONESTOGA STREET WASHINGTON BORO PA 17582
Dated at TEN INDEPENDENCE MALL PHILADELPHIA PA 19106
on 05/06/97.

Countersigned by 
(Authorized Company Representative)

COMMERCIAL INLAND MARINE POLICY

Non-assessable

**Lumbermens
Mutual
Casualty
Company**

A mutual insurance company, herein
called the Company, or LMC

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

**American
Motorists
Insurance
Company**

A stock insurance company, herein
called the Company, or AMICO

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

**American
Manufacturers
Mutual
Insurance
Company**

A mutual insurance company, herein
called the Company, or AMM

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

**American
Protection
Insurance
Company**

A stock insurance company, herein
called the Company, or AMPICO

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

The company providing the insurance afforded in each Coverage Section of this policy is designated in the Declarations Page of each Coverage Section. If such company is a mutual company, the Insured is hereby notified that by virtue of this policy he is a member of the company so designated and is entitled to vote either in person or by proxy at any and all meetings of the company.

The annual meeting of the Lumbermens Mutual Casualty Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual Insurance Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at nine o'clock A.M.

COMMON POLICY CONDITIONS

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find, and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization

which makes inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums, and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL INLAND MARINE CONDITIONS

POLICY CONDITIONS

A. POLICY COMPOSITION

This policy is composed of this policy jacket, the Commercial Inland Marine Declarations, and one or more Coverage Forms or endorsements.

The conditions in this policy jacket apply in addition to applicable conditions in Commercial Inland Marine Coverage Forms and Endorsements.

However, any Condition contained in a Commercial Inland Marine Coverage Form or Endorsement supersedes any conflicting condition in this jacket, other than Policy Cancellation.

B. POLICY LANGUAGE

Parts of this policy are written in simplified language, but some parts may not be. In this policy the following words have the same meaning:

"You" and "Your" refer to the Named Insured shown in the Commercial Inland Marine Declarations.

"Named Insured" refers to You or Your.

"We", "Us" and "Our" refer to the company providing this insurance.

"Company" refers to we, us or our.

C. POLICY CANCELLATION

Common Policy Condition A, Cancellation, applies to all Commercial Inland Marine Coverage Forms and Endorsements, unless a special state Cancellation Endorsement applies.

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 difference 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. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses, for consideration in the settlement of the claim.
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 Part 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 Part, 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:
 - a. Repair or replace any part to restore the pair or set to its value before the "loss"; or
 - b. Pay the difference between the value of the pair or set before and after the "loss."
2. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. PRIVILEGE TO ADJUST WITH OWNER

In the event of "loss" involving property of others in your care, custody or control, we have the right to:

1. Settle the "loss" with the owners of the property. A receipt for payment from the owners of that property will satisfy any claim of yours.
2. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance under this insurance.

I. RECOVERIES

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

J. REINSTATEMENT OF LIMIT AFTER LOSS

The Limit of Insurance will not be reduced by the payment of any claim, except for total "loss" of a scheduled item, in which event we will refund the unearned premium on that item.

K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

GENERAL CONDITIONS

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the "loss."

C. NO-BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

D. POLICY PERIOD

We cover "loss" commencing during the policy period shown in the Declarations.

E. VALUATION

The value of property and the most we will pay for "loss" to that property will be the least of the following "amounts":

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before "loss"; or
3. The cost of replacing that property with property of like kind and quality.

In the event of "loss," the value of property will be determined as of the time of "loss."

As respects the Company designated in the Declarations Page of each Coverage Section, the following correlative provision forms a part of this policy.

Mutual Policy Conditions.

**Lumbermens Mutual Casualty Company
American Manufacturers Mutual Insurance Company**

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

Dividends.

**American Motorists Insurance Company
American Protection Insurance Company**

This policy is participating and shall be entitled to receive unabsorbed premium deposit refunds as apportioned by the directors.

In Witness Whereof, the Company designated on the Declarations Page of each Coverage Section has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at the agency hereinbefore mentioned.

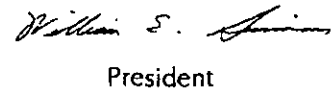
**LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE
COMPANY**

AMERICAN PROTECTION INSURANCE COMPANY


Secretary


President


Secretary


President

KEMPER.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

October 21, 1997

MARSHALL GRAHAM JR
T/A GRAHAM TRUCKING
14 CONESTOGA STREET
WASHINGTON PA 17582

In re: A-00114295 Application of Marshall Graham, Jr., t/a Graham Trucking.

Dear Mr. Graham:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of October 11, 1997.

You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before October 27, 1997.

If comments are filed, you will be advised as to the procedure.

You are not yet authorized to provide intrastate service. You will receive notification when you may begin.

Very truly yours,

Peter S. Marzolf, Supervisor
Compliance Office
Bureau of Transportation & Safety

GET/gt

