



American Natural Supply LLC  
100 Ryan Court, Suite 21  
Pittsburgh, PA 15205

March 26, 2020

Compliance Office, Bureau of Technical Utility Services  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

Rosemary Chiavetta  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

Re: Complaint Docket No. C-2020-3016303

To whom it may concern:

With respect to that certain Complaint Docket No. C-2020-3016303 (the "Complaint"), American Natural Supply LLC has filed with the PUC the enclosed Form H Uniform Motor Carrier Cargo Certificate of Insurance and continues to maintain the enclosed insurance policy. However, the address listed in the files of the Commission is an old address. We have attempted to update the address on file with the PUC many times to **100 Ryan Court, Suite 21, Pittsburgh, PA 15205**.

Please accept this letter as official notice and as our answer to the Complaint. We respectfully request that the Complaint be withdrawn immediately. Please call or email me with any questions at [legal@americannatural.com](mailto:legal@americannatural.com) or (212) 359-4486.

Sincerely,

A handwritten signature in black ink, appearing to read "Ilene Rieser", written over a horizontal line.

Ilene Rieser  
General Counsel

Enclosures

~~PA  
PUBLIC UTILITY COMMISSION  
MAY 6 2020  
BUREAU OF  
TECHNICAL UTILITY SERVICES~~

RECEIVED

MAR 27 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

FORM H  
UNIFORM MOTOR CARRIER CARGO  
CERTIFICATE OF INSURANCE  
(EXECUTED IN TRIPLICATE)

PUC # A00119812-

Filed with PUBLIC UTILITY COMMISSION (hereinafter called Commission)  
(NAME OF COMMISSION)

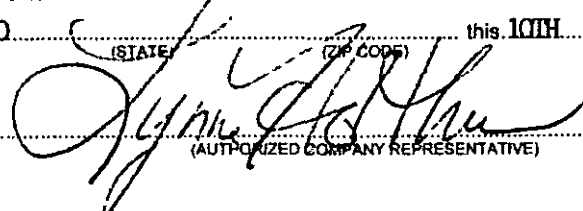
This is to certify, that the FEDERATED MUTUAL INSURANCE COMPANY  
(hereinafter called Company) of 121 EAST PARK SQUARE, OWATONNA, MN 55060  
(HOME OFFICE ADDRESS OF COMPANY)

has issued to AMERICAN NATURAL SUPPLY LLC  
of 100 RYAN CT STE 21, PITTSBURGH, PA 15205  
(NAME OF MOTOR CARRIER)  
(ADDRESS OF MOTOR CARRIER)

a policy or policies of insurance effective from 12/05/2019 12:01 A. M., standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which, by attachment of the Uniform Motor Carrier Cargo Insurance Endorsement, has or have been amended to provide cargo insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

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

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

Countersigned at 121 EAST PARK SQUARE, OWATONNA, MN 55060 this 10TH day of  
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)  
DECEMBER 2019  
Insurance Company File No. 6112760  
(POLICY NUMBER)  
  
(AUTHORIZED COMPANY REPRESENTATIVE)

MC 2443a (Ed. 9-99) UNIFORM INFORMATION SERVICES, INC.

Attn: Insurance Department  
Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105

RECEIVED

MAR 27 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

POLICY NUMBER: 6112760

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** AMERICAN NATURAL SUPPLY LLC

**Endorsement Effective:** 12-05-2019

**SCHEDULE**

**Name of Person(s) Or Organization(s):**

APPRAISAL NATION LLC  
500 GERGSON DR #120  
CARY NC 27511

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following is added to Paragraph 2.a. **Supplementary Payments:**

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

### **B. Changes In Conditions**

1. Paragraph 2.b.(5) of the **Duties In The Event Of An Accident, Claim, Suit Or Loss Condition** is replaced by the following:

(5) After we show good cause, submit to examination at our expense, by physicians of our choice.

2. The following is added to Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. The following paragraph is added to the **Other Insurance Condition:**

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then:

- a. For any "auto" you own, which is loaned to a customer as a temporary substitute for an "auto" insured under a "customer's private passenger automobile insurance policy" which is out of use because it is being transported, serviced, repaired or inspected, Covered Autos Liability, but only with respect to damages because of "bodily injury" and Physical Damage Coverage provided by this Coverage Form shall be excess in the event of an "accident" or "loss".
- b. For any "auto" insured under your "customer's private passenger automobile insurance policy", while it is being transported, serviced, repaired or inspected by you or your "employee":
  - (1) Covered Autos Liability, but only with respect to damages because of "bodily injury".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LOSS PAYMENT OPTIONS - PHYSICAL DAMAGE COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**CHANGES IN PHYSICAL DAMAGE - COVERAGE**

Paragraph C. LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

**LIMIT OF INSURANCE**

We agree to pay for damage to a covered "auto" as follows:

- A. If you contract to repair or replace the loss or damage to the covered "auto" which has a "specification cargo tank" within 180 days of the date of "loss", unless we and you otherwise agree, we will pay the following:
1. On all covered "autos" with a model year less than 7 years from the current model year with a "specification cargo tank" built after December 31, 1990, we agree to pay the following:
    - a. If, at our option, we determine the covered "auto" is not repairable and property of like kind and quality is available, we will pay the cost of replacement of the property with other property of like kind and quality; however,
    - b. If, at our option, we determine the covered "auto" is not repairable and property of like kind and quality is not available, we will pay the cost of replacing the damaged or stolen property of like kind or quality up to 125% of the actual cash value of the damaged property.
    - c. If, at our option, we determine that the covered "auto" is repairable, we will pay for the cost of repairing the property, subject to the provisions shown in paragraph C.
  2. On all covered "autos" with a model year less than 4 years from the current model year with a "specification cargo tank" built after August 31, 1995, we agree to pay the following:
    - a. If, at our option, we determine the covered "auto" is not repairable and property of like kind and quality is available, we will pay the cost of replacement of the property with other property of like kind and quality; however,
    - b. If, at our option, we determine the covered "auto" is not repairable and property of like kind and quality is not available, we will pay the cost of replacing the damaged or stolen property with other property that is newer but is of like kind and specifications.
    - c. If, at our option, we determine that the covered "auto" is repairable, we will pay the cost of repairing the property, subject to the provisions shown in paragraph C.
- B. If you are not eligible to make a claim or you choose not to make a claim under A, we will pay the lesser of:
1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, subject to the provisions of paragraph C.
- C. If the covered "auto" is equipped with a cargo tank and we determine the "auto" to be repairable and an upgrade of your covered "specification cargo tank" is required by federal regulations during this policy period, the most we will pay for such upgrade is \$2,000. Such upgrade does not apply to any pre-existing damage.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**ADDITIONAL DEFINITIONS**

As used in this endorsement:

"Specification cargo tank" means a permanently mounted bulk packaging (including related equipment - appurtenances, reinforcements, fittings and closures) for holding a liquid or gas which meets federal cargo hazardous material requirements which were in place as of this policy's effective date.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## FEDERATED MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUMMARY OF STATE MINIMUM AUTO LIABILITY LIMITS**

For a covered "auto" licensed or principally garaged in the state shown below, this endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following schedule displays, by state, the minimum auto liability limits required under the state's financial responsibility or compulsory liability insurance law.

Limits shown below apply to the particular state's financial responsibility, compulsory liability, minimum limits or similar language in regards to auto liability. These limits are subject to change according to state law mandate.

**SCHEDULE**

State	Minimum Liability Limits	
	Split Limits <sup>a</sup>	Combined <sup>b</sup>
Alabama	25/50/25	75,000
Alaska	50/100/25	125,000
Arizona	15/30/10	40,000
Arkansas	25/50/25	75,000
California	15/30/5	35,000
Colorado	25/50/15	65,000
Connecticut	25/50/25	75,000
Delaware	25/50/10	60,000
Dist. of Columbia	25/50/10	60,000
Florida	10/20/10	30,000
Georgia	25/50/25	75,000
Hawaii	20/40/10	50,000
Idaho	25/50/15	65,000
Illinois	25/50/20	70,000
Indiana	25/50/25	75,000
Iowa	20/40/15	55,000
Kansas	25/50/25	75,000
Kentucky	25/50/10	60,000
Louisiana	15/30/25	55,000
Maine	50/100/25	125,000
Maryland	30/60/15	75,000
Massachusetts	20/40/5	45,000
Michigan	20/40/10	50,000
Minnesota	30/60/10	70,000
Mississippi	25/50/25	75,000
Missouri	25/50/10	60,000

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CRANE LOAD CAPACITY EXCLUSION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

The following EXCLUSION is added to PHYSICAL DAMAGE COVERAGE:

We will not pay for "loss" caused by the weight of a load exceeding the registered lifting or supporting capacity of any "crane".

**Additional Definitions:**

As used in this endorsement:

"Crane" means a vehicle and/or machine used for lifting, shifting, lowering and/or moving heavy objects or materials by means of a projecting swinging arm or hoisting apparatus.

## FEDERATED MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM****A. SECTION I - COVERED AUTOS** is changed as follows:**1. All references in this Section to Symbol 2** are changed as follows:

**2A = Owned "autos" only.** Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" whose ownership you acquire after the policy begins.

**2B = Owned "autos" other than "trailers" you own.** Only those "autos" you own other than "trailers", including such "autos" whose ownership you acquire after the policy begins.

**2C = Owned "trailers" only.** Only the "trailers" you own, including those whose ownership you acquire after the policy begins.

**2. All references in this Section to Symbol 3** are changed as follows:

**3A = Owned private passenger "autos" only.** Only the private passenger "autos" you own. This includes those private passenger "autos" whose ownership you acquire after the policy begins.

**3B = Owned private passenger "autos" and pickups, panels and vans less than 10,000 pounds gross vehicle weight only.** Only "autos" of the described types you own, including "autos" of the described types whose ownership you acquire after the policy begins (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units of the described types you own).

**3. All references in this Section to Symbol 4** are changed as follows:

**4A = Owned "autos" other than private passenger "autos" only.** Only those "autos" you own which are not of the private passenger types (and for Covered Autos Liability Coverage any "trailer" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type, whose ownership you acquire after the policy begins.

**4B = Owned "autos" other than private passenger "autos" and pickups, panels and vans less than 10,000 pounds gross vehicle weight.** Only "autos" of the described types you own, including "autos" of the described types whose ownership you acquire after the policy begins (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units of the described types you own).

**4. Paragraph C.3.** is deleted and the following is substituted therefor:

**3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" which is out of normal use because of its:**

- a. breakdown;
- b. repair;
- c. servicing;
- d. "loss"; or
- e. destruction

All coverages applicable to the temporary substitute "auto" are the same coverages which are applicable to the covered "auto" which is out of service, including Physical Damage coverage.

**5. Wherever the terms "owned autos" or "covered autos you own" are used in this coverage form, except in SECTION IV - BUSINESS AUTO CONDITIONS B.5. Other Insurance, these terms shall include within their meaning:**

Any "auto" leased to you under a written lease agreement which provides for your exclusive use of the "auto" for a period of not less than 6 consecutive months.

- a. Once you discover that any hazard has not been disclosed to us, you must disclose it to us as soon as reasonably possible; and
- b. This provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws, codes or regulations.

**E. SECTION V - DEFINITIONS** is changed as follows:

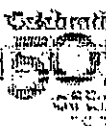
**C. "Bodily injury"** means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease sustained by that person.

**F. If you have both Equipment Dealers Stock Floater Coverage and Garagekeepers Coverage issued by us, the definition of "customer's auto" as it applies to the **GARAGEKEEPERS COVERAGE** endorsement is changed to read as follows:**

"Customer's auto" means a land motor vehicle, "trailer" or semi-trailer designed for use on public roads lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

American Natural Supply LLC  
100 Ryan Court, Suite 21  
Pittsburgh, PA 15205

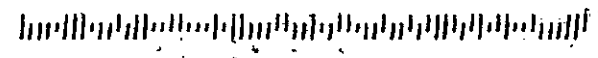
HARTFORD CT 061  
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Rosemary Chiavetta  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA

17120

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