

249365

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from John Doe dba Doe's Limo

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET NUMBER: 2014 - 101 - T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Kenneth R. Hughes Telephone: 864-617-9995
Address: 713 Lanyon Ln Fax:
Spartanburg, SC 29301 Other:
Email: hugheshaul@outlook.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- Application - Class A/A Restricted
Application - Class C Taxi
Application - Class C Charter
Application - Class C Charter Bus
Application - Class C Non-Emergency
Application - Class C Stretcher Van
[X] Application - Class E Household Goods
Application - Class E Hazardous Waste
Application
Request for Extension to Comply with Order
Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded
Request for Cancellation of Certificate
Request for Suspension
Request for Reinstatement
Request for Name Change on Certificate
Request to Amend Scope of Authority
Request to Amend Tariff (rate increase, etc.)
Request to Amend Passenger Limit
Request
Exhibit
Late-Filed Exhibit
Letter
Proposed Order
Publisher's Affidavit
Reservation Letter
Response
Return to Petition
Other:

RECEIVED
MAR 07 2014
PSC SC
CLERK'S OFFICE

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

Handwritten initials/signature

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: _____

3-7-14

- E (HHG) - Household Goods
 E (HAZ) - Hazardous Material

IMPORTANT! If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- New Application
 Amended Scope of Authority

Current Scope:
(list counties) _____

Amended Scope:
(list counties) _____

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Kenneth R. Hughes DBA Hughes Haul

713 Lanyon Ln. Spartanburg, SC 29301

Street Address of Applicant

Mailing Address of Applicant (if different from street address)

8646179995

Phone

FAX

hugheshaul@outlook.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- Individual Owner/Sole Proprietorship
- Partnership - List names and address of all person having an interest in the business.
- Corporation - List names and addresses of two principal officers.

4. Applicant **proposes to operate service** as follows: (Check one.)

- Intra**state** Only
- Intra**state** Only
- Both

5. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- Yes
- No

If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.

6. Has applicant been **convicted** of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- Yes
- No

If yes, list dates and nature of convictions below.

7. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- Yes
- No

If yes, list dates and nature of revocations below.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

BALANCE SHEET

Balance at Time Application is Filed:

Month Feb Year 2014

Assets:

Cash	\$ 2,000
Receivables	
Real Estate	
Buildings and Equipment (Net)	\$ 8,000
Motor Vehicles (Net)	\$ 12,000
Garage Equipment (Net)	
Machinery and Tools (Net)	
Supplies on Hand	
Prepays and Other Assets	
Total Assets *	\$ 22,000
Liabilities and Equity:	
Accounts Payable	
Notes Payable	
Mortgages Payable	\$ 500.00
Equipment Obligations	
Accrued Salaries and Wages	
Other Accrued Obligations	
Other Liabilities - Insurance	\$ 288.41
Total Liabilities	
Capital Stock	
Retained Earnings	
Total Equity	\$ 788.41
Total Liabilities and Equity *	

* Total Assets = Total Liabilities and Equity

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Hourly Rate \$115.00 (2 men)
 additional men \$35.00 (per hour, per man)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate. You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville | <input type="checkbox"/> Cherokee | <input type="checkbox"/> Florence | <input type="checkbox"/> Lee | <input type="checkbox"/> Saluda |
| <input type="checkbox"/> Aiken | <input type="checkbox"/> Chester | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington | <input type="checkbox"/> Spartanburg |
| <input type="checkbox"/> Allendale | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Clarendon | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Marlboro | <input type="checkbox"/> Union |
| <input type="checkbox"/> Bamberg | <input type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input type="checkbox"/> McCormick | <input type="checkbox"/> Williamsburg |
| <input type="checkbox"/> Barnwell | <input type="checkbox"/> Darlington | <input type="checkbox"/> Horry | <input type="checkbox"/> Newberry | <input type="checkbox"/> York |
| <input type="checkbox"/> Beaufort | <input type="checkbox"/> Dillon | <input type="checkbox"/> Jasper | <input type="checkbox"/> Oconee | |
| <input type="checkbox"/> Berkeley | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Kershaw | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Edgefield | <input type="checkbox"/> Lancaster | <input type="checkbox"/> Pickens | |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Laurens | <input type="checkbox"/> Richland | |

INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Hughes Hand

Name of Applicant

713 Lanyon Ln, Spartanburg SC 29301

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$ ~~250,000~~ 3451.00

Limits 750,000

Cargo Insurance \$ _____

Limits 2,500

* Attach ~~Certificate of Insurance if available~~

See enclosed binder

Name of Insurance Company

See attached

Home Office Address of Company

~~I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.~~

Date

Authorized Insurance Company Representative's Signature

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Truck Application

Strickland Insurance Brokers, Inc.
 P.O. Box 8918
 Goldsboro, NC 27533
 (888) 495-4950 FAX: (888) 997-9970

COLUMBIA INSURANCE COMPANY
 NATIONAL INDEMNITY COMPANY
 NATIONAL FIRE & MARINE INSURANCE COMPANY
 NATIONAL LIABILITY & FIRE INSURANCE COMPANY
 NATIONAL INDEMNITY COMPANY OF THE SOUTH
 NATIONAL INDEMNITY COMPANY OF MID-AMERICA

Policy Term From 2/19/14 To 2/19/25

- Name (and "dba") Kenneth R Hughes Dba Hughes Haul LLC
 Individual/Proprietorship Partnership Corporation Other
 Business phone number _____
- Mailing address 713 Lanyon Ln City Spartanburg State SC Zip 29301
- Premises address same City _____ State _____ Zip _____
- Person to contact for inspection (name and phone number) Kenneth Hughes City _____ State _____ Zip _____
- Have you ever had insurance with one of the companies listed at the top of this page? Yes No
 If yes, policy number(s) _____ Effective date(s) _____

DESCRIPTION OF OPERATIONS

- Describe business Household Goods Movers
 Years experience 3 New Venture? Yes No If you are a tow truck operation, do you do repossessions? Yes No
- Is this your primary business? Yes No If no, explain _____
 Seasonal? Yes No
- Have you ever filed for bankruptcy? Yes No If yes, when _____ Explain _____
- Gross receipts last year 0 Estimate for coming year 25000 Business for sale? Yes No
- Do you operate in more than one state? Yes No If yes, list states SC
- Do you haul for hire? Yes No Show largest cities entered _____
- Do you operate over a regular route? Yes No If yes, show towns operated between Spartanburg
- Are you a common carrier? Yes No Are you a contract hauler? Yes No If yes, for whom _____
- List all types of cargo hauled garbage (Household)
- Do you haul any hazardous or extra hazardous substances or materials as defined by EPA? Yes No If yes, provide complete listing identifying all materials and/or chemical content _____
- Do you haul your own cargo exclusively? Yes No If not, who owns it? _____
- Do you pull double trailers? Yes No Triple trailers? Yes No
- Do you rent or lease your vehicles to others? Yes No If yes, attach copy of rental or lease agreement form used.
- Do you hire any vehicles? Yes No Complete Hired and Non-Owned Supplemental Questionnaire if coverage is desired.

LIABILITY COVERAGE - Complete desired coverages by indicating limits of insurance.

Combined Single Limit (B & P)	LIABILITY			Medical Payments	Personal Injury Protection (where applicable)	IF PHYSICAL DAMAGE COVERAGE DESIRED, REFER TO FOLLOWING PAGE. IF IN-TOW COVERAGE DESIRED, COMPLETE TOW TRUCK SUPPLEMENT. HIRED, NON-OWNED - M-4055.
	Split Limits					
	Bodily Injury	Property Damage				
<u>350,000</u>	Per Person	Per Accident	Per Accident			

Single Limit	UNINSURED MOTORIST COVERAGE		
	Split Limits		
	Bodily Injury	Property Damage	
<u>25,000</u>	Per Person	Per Accident	Per Accident

Single Limit	UNDERINSURED MOTORIST COVERAGE		
	Split Limits		
	Bodily Injury	Property Damage	
<u>25,000</u>	Per Person	Per Accident	Per Accident

DRIVER INFORMATION - If additional space is needed, attach separate listing.

Driver's Name	Date of Birth	State	Driver's Licenses			Experience	
			Number	Class/Type	Years Licensed (in class/type)	Type of Unit (bus, van, truck, tractor, etc.)	No. of Years
<u>Haron Wright</u>	<u>10/21/71</u>	<u>SC</u>			<u>20</u>	<u>Box Truck</u>	

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

DRIVER INFORMATION (Continued) — If additional space is needed, attach separate listing.

No. Years Previous Commercial Driving Experience	Date of Hire	Accidents and Minor Moving Traffic Violations in Past 5 Years				Major Convictions (DWI/DUI, hit & run, manslaughter, reckless, driving while suspended/revoked, speed contest, other felony)		Employee (E) Ind. Cont. (IC) Owner/Op. (O/O) Franchisee (F)
		No. of Accidents	Date(s)	No. of Violations	Date(s)	Describe Conviction	Date(s)	
1	2/19/14	0						
2								
3								
4								
5								

PLEASE ATTACH DETAILED EXPLANATION OF ACCIDENTS LISTED ABOVE.

20. Are drivers covered by workers compensation? Yes No If yes, name of carrier _____
21. Minimum years driving experience required 5 Are vehicles owner-driven only? Yes No
22. Are drivers ever allowed to take vehicles home at night? Yes No If yes, will family members drive? Yes No
23. Do you order MVRs on all drivers prior to hiring? Yes No Driver's maximum driving hours _____ daily _____ weekly
24. Do you agree to report all newly hired operators? Yes No
25. What is the basis for driver(s) pay? Hourly Trip Mileage Other, explain _____

SCHEDULE OF AUTOS/VEHICLES — Describe all vehicles for which application is made for insurance.

Veh No.	Model Year	Vehicle Make & Model	Body Type (truck, tractor, trailer, etc.)	Full Vehicle Identification Number	Gross Vehicle Weight (GVW)	Total # of Rear Axles	Principal Garaging Location (city & state)	Radius of Operation	Annual Mileage Per Vehicle	(A) Anti-Lock Brakes, (B) Air Bags
1	15	Ford F8	Box Truck	ME0MFB2C0SVA36248	76248		Spartanburg SC 295			
2										
3										
4										
5										
6										
7										
8										
9										
10										

26. Will lessor be added as additional insured? Yes No If yes, give name and address of lessor for each vehicle _____

27. Number of Vehicles Owned: Pick-Ups 1 Trucks _____ Tractors _____ Semi-Trailers _____ Trailers _____ Pup Trailers _____

28. Number of Vehicles Leased: Pick-Ups _____ Trucks _____ Tractors _____ Semi-Trailers _____ Trailers _____ Pup Trailers _____

PHYSICAL DAMAGE COVERAGE — Complete spaces below in detail for each respective auto/vehicle described above.

Veh No.	Date Purchased	Cost When Purchased	Current Stated Value (excluding permanently attached equipment)	Value of Permanently Attached Special Equipment	Total Stated Amount to be Insured	Physical Damage Deductible		Cargo Limit of Insurance
						<input type="checkbox"/> Comprehensive <input type="checkbox"/> Spec. C of Loss	Collision	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

29. Any loss payees? Yes No If yes, give name and address of mortgagee/loss payee for each vehicle _____

LOSS EXPERIENCE — Provide prior insurance carriers information for past full three years.

Policy Term		Insurance Company Name	No. of Motor Powered Vehicles	No. of Accidents	Premium		Total Amount Claims Paid & Reserves			
From	To				Liab	Phys Dam	BI	PD	Comp/Coll	Other
/ /	/ /	N/A								
/ /	/ /									
/ /	/ /									

30. Is any applicant aware of any facts or past incidents, circumstances or situations which could give rise to a claim under the insurance coverage sought in this application? Yes No If yes, provide complete details _____
31. Have you ever been declined, cancelled or non-renewed for this kind of insurance? Yes No If yes, date and why _____

CARGO INFORMATION — 100% co-insurance clause applies. Use Tow Truck Supplement for In-tow/on hook coverage.

PREVIOUS CARGO CARRIER AND LOSS EXPERIENCE (list for the past three years with most recent carrier first.)

Policy Term		Company & Policy Number	Premium	Number of Claims	Cause of Loss	Amount Paid	Reserves
From	To						
/ /	/ /	N/A					
/ /	/ /						
/ /	/ /						

Describe Cargo Hauled	% of Hauling	Maximum Value	Average Value	Limit of Insurance	Deductible
Household goods Movers	100	10,000		SEE PHYSICAL DAMAGE COVERAGE SECTION	<input type="checkbox"/> \$500 <input checked="" type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> Other _____

If applicant hauls double axle mobile homes, limit of insurance must be equal to the value of both sides combined to satisfy co-insurance. Amount of insurance on each truck should equal maximum load carried.

32. Select Type of Cargo Coverage Desired: Named Perils or Broad Form
33. Additional Coverage Options (additional premium may apply): Additional Insured Endorsement (Lessee) Loading and Unloading Coverage Escorted Freight Coverage Refrigeration Breakdown Coverage Hired Car Cargo Coverage Exclude Theft Coverage

PLATE INFORMATION

34. Is an FHWA filing required? Yes No If yes, MC number _____
 Common Contract Broker Do you require FHWA cargo filing? Yes No

35. If you hold a broker's license, identify name filed with FHWA, FHWA docket no. and receipts from brokerage operations N/A

36. If you are an interstate regulated carrier, identify your registration or base state N/A

37. Is an interstate filing needed? Yes No If yes, show state and permit number N/A

List states for which insured requires CARGO FILINGS (check name on permit) _____

38. Show postal name and address in which permits are issued _____

39. Is MCS 99 endorsement needed? Yes No

40. Is our policy to cover all vehicles owned, operated or under lease to applicant? Yes No If no, explain _____

41. Are oversized/overweight commodities hauled? Yes No If filing required, show states _____
 Are escort vehicles towed on return trips? Yes No

42. Does your authority allow for transportation of hazardous commodities? Yes No

43. Do you allow others to haul hazardous commodities under your authority? Yes No

44. Have you ever changed your operating name? Yes No Do you operate under any other name? Yes No

45. Do you operate as a subsidiary of another company? Yes No

46. Do you own or manage any other transportation operations that are not covered? Yes No

47. Do you lease your authority? Yes No Do you appoint agents or hire independent contractors to operate on your behalf? Yes No

48. Have you purchased, sold or applied for authority over the past 3 years? Yes No

49. Have you ever lost or had authority withdrawn or have you been/are under probation by any regulatory authority (FHWA, PUC, etc.)? Yes No

50. Is evidence certificate(s) of coverage required? Yes No

51. Please explain any "yes" answer to Questions 44 through 50 FOR ONLY

52. Do you have agreements with other carriers for the interchange of equipment or transportation of loads? Yes No
 if yes, attach a copy of current agreements and complete the following:
 (a) With whom has such agreement(s) been made? _____
 (b) Do the parties named in (a) carry automobile liability insurance? Yes No
 if yes, name of insurance company and limits of liability (bodily injury & property damage) _____
 (c) Under whose permit does each of the parties to the agreement(s) operate? N/A
 (d) Is there a Hold Harmless in the agreement(s)? Yes No
53. Do you barter, hire or lease any vehicles? Yes No If yes, explain _____

MUST BE SIGNED BY THE APPLICANT PERSONALLY

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the Federal Highway Administration requires a special endorsement to be attached to the policy which increases the Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation, a corporate officer has signed below).

Will premium be financed? Yes No If yes, with whom MPP Finance Company



Ken R. Hughes (Feb 19, 2014)
Date 2/19/14

TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE

Is this direct business to your office? yes If not, explain _____
 Is this re-insurance to your office? yes If not, how long have you had the account? _____
 How long have you known applicant? 15 years
REQUEST TO COMPANY GENERAL AGENT:
 Please quote Please bind at earliest possible date and issue policy
 Please issue policy effective _____ Coverage was bound by _____
(Name and Date Bound by General Agent) (Name of Person in Company General Agency's Office Binding Coverage)
Elizabeth Sals 106 DW Arrowood Rd Charlotte NC 28217 704 527 8543
Applicant's Representative Name and Address Phone No

OFFER OF OPTIONAL ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

I. EXPLANATION OF COVERAGES

The State of South Carolina's automobile insurance laws now allow any insurance company to refuse to underwrite your automobile liability insurance coverage. That refusal may be based upon a number of reasons. **Automobile liability insurance coverage** pays other motor vehicle drivers and their passengers whom you damage for the damages which you cause and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. **Bodily injury coverage** is a coverage which pays people upon whom your motor vehicle inflicts bodily injury. **Property damage coverage** is a coverage which pays people for damages which your automobile causes to their motor vehicles or property.

Once any insurance company makes the business decision to underwrite your automobile liability insurance coverage, then it must provide to you at least \$25,000.00 of bodily injury coverage for each person whom you may injure in any single accident and \$50,000.00 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide to you at least \$25,000.00 in **property damage coverage** for each accident which you may cause. You may have seen these limits described as ~~\$25,000/\$50,000/\$25,000~~ or 25/50/25. These limits are commonly known as **minimum limits**. If you purchase automobile liability insurance, then, in order to drive your automobile upon the roads of this State, you must have ~~at least minimum~~ **minimum limits**.

~~There is no requirement under the laws of this State that an insurance company which underwrites your minimum limits of \$25,000/\$50,000/\$25,000 must also agree to underwrite higher than those minimum limits of automobile liability insurance coverage for you. If your insurance company does agree to offer to you more than the minimum limits, then you will be required to pay an increased automobile insurance premium for those increased levels of protection.~~

~~In addition, under this State's insurance laws, once an insurance company agrees to underwrite your automobile liability insurance coverage, you must be offered, at your option, two additional automobile insurance coverages which will protect you in the event you are damaged in an automobile accident by an at-fault automobile driver who either has no automobile insurance or whose automobile insurance liability limits are less than the damages which you suffer in that accident. These coverages are legally termed additional uninsured motorist coverage and underinsured motorist coverage. You may see them referred to within your automobile insurance policy as UM and UIM. If you decide to purchase either of these two optional coverages, then you will be required to pay an additional automobile insurance premium for each of these additional coverages.~~

~~**Uninsured motorist coverage** compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically must provide uninsured motorist coverage of \$25,000/\$50,000/\$25,000. All uninsured motorist coverages provide for a \$200 deductible for uninsured property damage claims.~~

~~You also have the right to buy **additional** uninsured motorist coverage, in various limits, up to the limits of the liability coverage which you will carry under your automobile insurance policy. Some of the more commonly-sold limits of additional uninsured motorist coverage, together with the additional premiums which you will be charged, have been printed by your insurance company upon this form. If there are other limits in which you are interested, but which are not shown upon this form, then fill in those limits in the blanks provided. If your insurance company is allowed to market those limits within this State, then your insurance agent will fill in the amounts of increased premium.~~

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but that liability insurance coverage is not sufficient to fully compensate you for your damages.

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy underinsured motorist coverage in limits up to the limits of liability coverage which you will carry under your automobile insurance policy. Some of the more commonly-sold limits of underinsured motorist coverage, together with the additional premiums you will be charged, have been printed by your insurance company upon this form. If there are other limits in which you are interested, but which are not shown upon this form, then fill in those limits in the blanks provided. If your insurance company is allowed to market those limits within this State, then your insurance agent will fill in the amounts of increased premium.

It is important that you understand that, *if you reject* either one of these coverages upon this form and if you are involved in an automobile accident, then this form may be used by your insurance company as *evidence against you* if it denies your claim for additional uninsured motorist coverage or underinsured motorist coverage.

If you do not complete this form and return it to your insurance company or to your insurance agent within 30 days from your receipt of this form, then the law requires that additional uninsured motorist coverage and **underinsured** motorist coverage, in the same limits as the automobile liability insurance which you purchase, **must be automatically** added on to your automobile insurance policy. You will be required to pay an additional premium for each of ~~these~~ two coverages. If you do not pay that additional premium, then your automobile insurance policy may be cancelled.

In the future, if you wish to increase or to decrease your limits either of additional uninsured motorist coverage or of underinsured motorist coverage, you must then contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or by your insurance company upon renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or by your current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company *must* answer any questions which you may have. If you have any further questions, then you should contact the State of South Carolina Department of Insurance. Its address and telephone number are:

Office of Consumer Services
 State of South Carolina Department of Insurance
 Capitol Center
 1201 Main Street, Suite 1000
 Post Office Box 100105
 Columbia, South Carolina 29202-3105
 (803) 737-6180
 (800) 768-3467
 E-mail Address: CnsmMail@doi.state.sc.us

II. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE

<u>Limits of Coverage</u>	<u>Premium Cost</u>
\$25,000 / \$50,000 / \$25,000	_____
_____	_____
_____	_____
Your Policy's Liability Coverage Limits: <u>750,000</u>	_____

- I reject additional Uninsured Motorist Coverage
- I select additional Uninsured Motorist Coverage at the following limits: 75,000

III. OFFER OF UNDERINSURED MOTORIST COVERAGE

<u>Limits of Coverage</u>	<u>Premium Cost</u>
\$25,000 / \$50,000 / \$25,000	_____
_____	_____
_____	_____
Your Policy's Liability Coverage Limits:	_____

- I reject additional Underinsured Motorist Coverage
- I select additional Underinsured Motorist Coverage at the following limits: 75,000

IV. APPLICANT'S ACKNOWLEDGEMENT

By my signature, I acknowledge that I have read - or I have had read to me - the above explanations and ~~offer~~ of additional uninsured motorist coverage and underinsured motorist coverage. I have indicated whether or ~~not~~ I wish to purchase each coverage in the spaces provided. I understand that the above explanations of these ~~coverages~~ are intended only to be brief descriptions of additional uninsured motorist coverage and underinsured ~~motorist~~ coverage, and that payment of benefits under either of these coverages is subject both to the terms and ~~conditions~~ of my automobile insurance policy and to the State of South Carolina's laws.

Today's Date: 2/19/14

Type or Print Your Name: _____

Your Signature: _____

Your Address: _____



MONTHLY PAYMENT PLAN, INC.
P.O. Box 1110
Chapel Hill, N.C. 27514
Phone: (919) 933-2036

hugheshaul@outlook

(Page 1 of 2) Date: 2/19/2014
N.C. License B-381 S.C. License 154846
Transferred From Time
Finance USA, LLC NC Lic B-413

INSURANCE PREMIUM SERVICE AGREEMENT

Contract #: 7841971
Borrower: HUGHES, KENNETH
Address: 713 LANYON LN
SPARTANBURG, SC 29301
Phone: (864) 617-9995

Agent: PEGRAM-MITCHELL INSURANCE
PO BOX 242907
CHARLOTTE, NC 28224-2907

Coverage Type: new Business

Policy Number	Incept	Term	Insurance Company	Base Premium	WComp/ Filings	Co. Fees	Min. Earned
	02/19/14	12	STRICKLAND-ATLANTIC CASUALTY	3451.00	N/ N	0.00	0.00

Federal Truth In Lending Disclosures:

A.) TOTAL PREMIUMS 3451.00	B.) TOTAL DOWN PAYMENT 870.00	C.) AMOUNT FINANCED (Amount of credit provided to you or on your behalf.) 2581.00	
D.) TOTAL FINANCE CHARGE (The dollar amount the credit will cost you.) 273.10	E.) TOTAL OF PAYMENTS (The amount you will have paid when you have made all scheduled payments.) 2854.10	F.) DEFERRED PAYMENT PRICE (A+D) 3724.10	
First Payment Due: 3/21/2014	Number of Monthly Payments: 10	Amount of Each Payment: 285.41	Annual Percentage Rate: (The cost of your credit as a yearly rate.) 22.46

* All subsequent payments are due on the same day of each consecutive month until paid in full. You have the right to receive an itemization of the amount financed. I want an itemization. I do not want an itemization

TO THE BORROWER:

If you sign below, you acknowledge receipt of a copy of this Agreement and you agree to the provisions BOTH ON THE FIRST AND SECOND PAGE OF THIS AGREEMENT. You further agree that you are appointing Monthly Payment Plan, INC. (MPP)(LENDER) your ATTORNEY-IN-FACT to cancel the policies outlined in this agreement. Do not sign this contract before you read it. You are entitled to a copy of this agreement. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge.

PRODUCED WARRANTIES AND REPRESENTATIONS:

THE UNDERSIGNED WARRANTS AND GUARANTEES:

(1) The Borrower has received a copy of this Agreement, (2) The policies herein are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) The Borrower has authorized this transaction and recognizes the security interest assigned herein, (4) To hold in trust for LENDER any payments made or credited to the Borrower through or to the undersigned, directly, indirectly, actually, or constructively by any of the insurance companies and to pay the monies to LENDER upon demand to satisfy the then outstanding indebtedness of the Borrower and that any lien the undersigned now has or hereafter may acquire on any returned premium arising out of the above listed insurance policies is subordinated to LENDER's lien or security interest therein, (5) There are no exceptions to the policies other than those indicated and the policies comply with LENDER's eligibility requirements, (6) NO AUDIT OR REPORTING FORM POLICIES, RETROSPECTIVELY RATED POLICIES, OR POLICIES SUBJECT TO MINIMUM EARNED PREMIUMS ARE INCLUDED EXCEPT AS INDICATED AND THAT THE DEPOSIT PREMIUMS ARE NOT LESS THAN THE ANTICIPATED PREMIUMS TO BE EARNED FOR THE FULL TERM OF THE POLICIES, (7) The policies can be cancelled by the company on 10 days notice and the unearned premiums will be computed on the standard short-rate or pro rata table. The undersigned represents that a proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Borrower.

Ken R Hughes

HORIZED AGENT OF BORROWER(S)

DATE

ken.r.hughes (Feb 19, 2014)
Digitally Signed: Liz Solis [021914-16.01.18]

SIGNATURE OF AGENT OR BROKER

Pegram-Mitchell Insurance

Date: 2/19/2014

I, Kenneth Hughes, hereby understand and acknowledge that a representative of Pegram-Mitchell Insurance has explained to me the policy(ies) for which I am applying for. I have selected the following limits/covrages:

General Liability.....

Workers Compensation.....

Commercial Auto.....

Other.....

The down payment, monthly payments, and other terms of the premium financing have been explained to me, and I understand there are higher liability limits available but I choose what is indicated above. I have been offered the higher limits.

Policy or Service Fee Consent

In accordance with G.S. 58-626 and G.S. 58-33-85(b) .0120 Policy or Service Fees, prior to the rendering of any services by Pegram-Mitchell Insurance, or it's authorized representatives, the insured hereby freely and voluntarily consents to the payment to Pegram-Mitchell Insurance, of a fee for the filling out and completion of insurance forms, and the rendering of services associated with application for and issuance of the insured's policy or policies of insurance; or for the renewal of such policy or policies. The amount of said fees shall be: Policy: \$75.00, Renewal: \$30.00, Reinstatement (per vehicle): \$50.00, Returned Check: \$40.00, Motor Vehicle Repair: \$15.00, Installment: \$3.00, Policy Change: \$50.00, Cancel: \$10.00, Non-Owners: \$100.00, Commercial: \$100.00, Home Owners: \$100.00, Flat Cancel: \$10.00, Policy Rewrite: \$55.00, Service Fee: \$5.00, Account Audit: \$100.00, BOP: \$100.00,

The insured understands that said fee is in addition to the filed and approved premiums for such insurance policy or policies.

I understand the above statements and agree to the payment of the specified fee.

Insured's Signature: Ken A Hughes

I have explained the above mentioned coverages, payment terms, and fees to the insured

Agent's Signature: Elizabeth Solis
Elizabeth Solis (Feb 19, 2014)

PROVISIONS OF YOUR SECURITY AGREEMENT

1. **PROMISE OF REPAYMENT:** The Borrower requests LENDER to pay the premiums on the policies shown on the reverse. The Borrower promises to pay to LENDER at its office the amount stated in Block E above, according to the Payment Schedule shown on the first page, subject to the rest of the terms of this Security Agreement.
2. **SECURITY INTEREST:** The Borrower assigns to LENDER as security for the total amount payable in this Agreement any and all unearned premiums and dividends which may become payable under the insurance policies and loss payments which reduce the unearned premiums, subject to any mortgage or loss payee interests. The Borrower gives to LENDER a security interest in all items mentioned in this paragraph.
3. **DEFAULT CHARGES:** Borrower agrees that if any installment is 5 or more days past due it will pay to LENDER a delinquency charge in an amount up to the maximum permitted by applicable state law. N.C.G.S. 58-35-55 (f)
4. **FINANCE CHARGE:** The finance charge on the first page of this Agreement begins to accrue on the earliest policy effective date and continues until all funds are paid in full. This finance charge includes a **NON-REFUNDABLE FEE OF FIFTEEN DOLLARS (\$15.00)**
5. **THIS AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when LENDER receives and accepts the contract
6. **WARRANTY OF ACCURACY:** The Borrower warrants to LENDER that the insurance policies listed in the above schedule have been issued to the borrower and are in full force and effect and that the borrower has not assigned any interest in the policies except for the interest of mortgagees and loss payees.
7. **REPRESENTATION OF SOLVENCY:** The Borrower represents that it is not insolvent or presently the subject of any insolvency proceeding.
8. **POWER OF ATTORNEY:** The Borrower irrevocably appoints LENDER its Attorney-in-Fact with full authority to cancel the insurance policies, receive all sums assigned to LENDER or in which it has granted to LENDER a security interest and LENDER may execute and deliver on the Borrower's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance policies in furtherance of this Agreement.
9. **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to LENDER after LENDER's Notice of Cancellation of the policies has been mailed may be credited to the Borrower's account without affecting the acceleration of this Agreement and without any liability or obligation on Lender's part to request the reinstatement of the cancelled policies. Any money LENDER receives from an insurance company shall be credited to the amount due LENDER with any surplus being paid over to whomever is entitled to the money. If there is a balance due after LENDER receives the unearned premiums, dividends or loss payments from the insurance company then the Borrower will pay the balance to LENDER with interest at the rate shown on this Agreement.
10. **PREPAYMENT:** Borrower has the right to prepay the entire outstanding balance in full at any time before the due date of the final installment. Upon payment in full, the Borrower may be entitled to a refund of a portion of the service charge, as determined by applicable state law. If cancellation occurs, the Borrower agrees to pay a Finance Charge on the balance due at the rate shown on this agreement until it is paid in full, or until such other date as is required by applicable state law. Borrower agrees to pay LENDER reasonable attorney's fees and collections costs under the terms and conditions hereof and to the extent and amount permitted by applicable state law.
11. **INSURANCE AGENT OR BROKER:** The insurance agent or broker named on this Agreement is the Borrower's agent, not LENDER's and LENDER is not bound by anything the agent or broker represents to the Borrower, orally or in writing.
12. **SPECIAL INSURANCE POLICIES:** If the insurance policy issued to the Borrower is auditable or is a reporting form policy or subject to retrospective rating, then the Borrower promises to pay the insurance company the earned premium computed in accordance with the policy provisions, which is in excess of the amount of premium advanced by LENDER which the insurance company retains. N.C.G.S. 58-35-85 (5)
13. **SUCCESSORS AND ASSIGNS:** All legal rights given to LENDER shall benefit LENDER's assigns. The Borrower will not assign the policies without LENDER's written consent except for the interest of mortgagees and loss payees.
14. **MISSED AND INCORRECT INFORMATION:** If the policy has not been issued at the time of signing this Agreement, then the Borrower agrees the LENDER has the authority to fill in the name of the insurance companies, policy numbers and due date of the first payment, and may correct any patent errors. Borrower also agrees that singular words shall be deemed plural and vice versa as the sense of this Agreement demands. N.C.G.S. 58-35-50 (d)
15. **ADDITIONAL PREMIUMS:** The money paid by LENDER is only for the premium as determined at the time the insurance policy is issued. LENDER's payment shall not be applied by the insurance company to pay for any additional premiums owed by the insured as a result of any type of misclassification of this risk. The Borrower agrees to pay the company any additional premiums which become due for any reason. LENDER may assign to the company any rights it has in the policy, but the Borrower for premiums due the company in excess of the premiums returned to LENDER. 11 NCAC 13.0313
16. **ASSIGNMENTS:** All of LENDER's rights under this Agreement shall inure to its successors and assigns. This Agreement may not be assigned by the Borrower except as provided for in this Agreement.
17. **DOCUMENT:** This document is the entire Agreement between LENDER and the Borrower and can only be changed in writing and signed by both parties.
18. **DISHONORED PAYMENTS:** The Borrower agrees that a processing fee of not more than \$25.00, subject to applicable state law, will be charged and collected for each check tendered in payment of the debt hereby created which is dishonored and returned to LENDER. The LENDER, the Borrower, and the insurance company agree that if the down payment check to the LENDER or the insurance company is returned unpaid by the bank, both the finance contract and any insurance policy(ies) it covers shall be declared void AB INITIO and that no insurance coverage shall be provided.

Borrower's Initials Required



knh

Thank you for your payment.

From: **Pegram-Mitchell Insurance** (matt@p-minsurance.com)
 Sent: Wed 2/19/14 5:20 PM
 To: hugheshaul@outlook.com

Receipt
 Print this receipt for your records.

Pegram-Mitchell Insurance
 106B W Arrowood Rd
 Charlotte, NC 28217

Transaction Details

Payment To	Pegram-Mitchell Insurance
Client ID	1074901
Account Name	Kenneth Hughes
Account Type	Commercial
Account Number	
Payment Amount	
Security & Delivery Fee	\$4.95
Total Amount	\$1,074.95
Credit Card Number	XXXX-XXXX-XXXX-2851
Confirmation Number	041386
Time	Feb 19, 2014 5:20:31 PM
Name as shown on card	Kenneth Hughes
Street	713 Lanyon Ln
City	Spartanburg
State	SC
Zip/Postal Code	29301
Email Address	hugheshaul@outlook.com
Phone Number (XXX-XXX-XXXX)	

The Payment Amount charge will show up as "Pegram-Mitchell Insura" on your credit card statement.

The Security & Delivery Fee charge will show up as "Ins PymtProcessing Fee" on your credit card statement.

AUTOMOBILE INSURANCE STATEMENT OF COVERAGE

Strickland Insurance Brokers

Policy Number: AC140108

Policy Period: 2/19/2014 to 2/19/2015

INSURED	AGENCY
Hughes Haul Etc Kenneth R Hughes 713 Lanyon Ln Spartanburg SC 29301	Pegram-Mitchell Insurance 106-B West Arrowood Rd Charlotte NC 28217 (704) 527-8543

Veh # LOSS PAYEE

LIEN TYPE

Veh # ADDITIONAL INSURED

YEAR/MODEL	ID/SERIALNUMBER-	Comp	Coll	Cls	Sym	Terr
1995 FORD	F8P BOX TRUCK IFDMEF82C8SVA76248	NONE	NONE	IC		

COVERAGES	LIMITS OF LIABILITY
Bodily Injury	
Property Damage	750,000 CSL
Medical Payments	None Person
Uninsured	-BI -PD

Driver Name
Aaron Wright

License#	Date of Birth	Birthday	Gender	Mar	Points
		10/21/1971	Male	Single	0


 AUTHORIZED SIGNATURE

2/19/2014
 DATE

Exhibit Fit, Willing, and Able (FWA)

Hughes Havel

Name

Not required

U.S.D.O.T No.

ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

Yes No Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

Satisfactory Conditional Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

Yes No

3. Are there currently any outstanding judgment(s) against the Applicant?

Yes No

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

Yes No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

Yes No

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

Kenneth Hughes PDA Hughes Haul
Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and is familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

- Yes Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

- Yes Not Applicable

I, Kenneth Hughes, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME

This 20th day of February, 2014

[Signature]
Applicant's Signature

James K Malaffey
Notary Public

Commission Expires 11-16-2019

Print Application