

**IN THE SUPREME COURT OF PENNSYLVANIA  
EASTERN DISTRICT**

KONRAD KURACH,	:	No. 531 EAL 2018
	:	
Petitioner	:	
	:	
v.	:	Petition for Allowance of Appeal from
	:	the Order of the Superior Court
	:	
	:	
TRUCK INSURANCE EXCHANGE,	:	
	:	
Respondent	:	
	:	
MARK WINTERSTEEN, INDIVIDUALLY	:	No. 532 EAL 2018
AND ON BEHALF OF ALL OTHERS	:	
SIMILARLY SITUATED	:	
	:	
	:	Petition for Allowance of Appeal from
	:	the Order of the Superior Court
	:	
	:	
	:	
TRUCK INSURANCE EXCHANGE,	:	
	:	
Respondent	:	

**ORDER**

**PER CURIAM**

**AND NOW**, this 29th day of May, 2019, the Petition for Allowance of Appeal is **GRANTED**. The issue, as stated by Petitioner, is:

Did the Superior Court err as a matter of law in finding that the limitation of payment of General Contractors Overhead and Profit from actual cash value in a replacement cost policy, although violative of binding precedent, was nonetheless valid and enforceable?