ACCOUNT MASTER

MASTER INSURANCE POLICY

MASTER INSURANCE POLICY

LIA 90101

N20802

ACCOUNT MASTER INSURANCE PROGRAM
DESIGNED EXCLUSIVELY FOR
LEAD INDUSTRIES INC.

BY CMF 1161	INSURANCE IN FORCE AS OF		
	MONTH	DAY	YEAR
	07	22	89

COVERAGE SUMMARY

Your program includes the following insurance coverage(s):

[X] MASTER INSURANCE POLICY:

- [X] Commercial Property
- [X] Commercial General Liability
- [X] Commercial Inland Marine
- [ ] Commercial Crime

[ ] SPECIALTY COVERAGES:

- [ ] Contractors Equipment
- [ ] Fine Arts
- [ ] Installation
- [ ] Scheduled Property
- [ ] Small Computer
- [ ] Transportation

Refer to the declarations, schedules, coverage parts, endorsements and conditions for the actual coverages provided.

PREMIUM INFORMATION

The total advance premium for your Account Master Program is: $ 973.53

Policies included herein may be subject to premium adjustments, rerating or installment payments. Refer to your policies for details.

MASTER INSURANCE POLICY GENERAL DECLARATIONS

[X] The Aetna Casualty and Surety Company
[ ] The Standard Fire Insurance Company
[ ] The Automobile Insurance Company of Hartford Connecticut
Hartford, Connecticut 06156
[ ] Aetna Casualty & Surety Company of Illinois
Downers Grove, Illinois 60515

These general declarations, common policy conditions, coverage part declarations, schedules, coverage parts, coverage part conditions and endorsements complete this Master Insurance Policy.

NAMED INSURED AND MAILING ADDRESS	POLICY NUMBER
LEAD INDUSTRIES INC. 292 MADISON AVE. NEW YORK NY 10017	001 ACM 5651 628 POLICY PERIOD FROM 07/22/89 TO 07/22/90 12:01 am STANDARD TIME AT THE INSUREDS ADDRESS STATED HEREIN

SCHEDULE OF COVERAGES

In return for the payment of the premium, and subject to all the terms of this policy, insurance is provided to YOU by the Stock Insurance Company specified above by [X] for the indicated coverages and for which a Coverage Part is attached, and the coverage parts designated by [X] below.

Coverage Parts	Coverage Part Number
[X] Commercial Property	001 FP 5651 628 FCA
[X] Commercial General Liability	001 GL 5651 628 CCA
[ ] Commercial Crime	
[X] Commercial Inland Marine	001 IF 5651 628 FCA

COMMON POLICY FORMS

The following forms are common to the entire policy. Individual coverage forms and endorsements are shown on the applicable coverage part declarations.

TITLE	NUMBER
MASTER INSURANCE POLICY DESCRIPTIONS OF LOCATIONS	DC035 (ED. 01-86)
COMMON POLICY CONDITIONS	MP001 (ED. 01-86)

POLICY PREMIUM

Advanced Premium	$	970.00
Surcharges		3.53
Total Premium	$	973.53

This premium may be subject to adjustment

COUNTERSIGNATURE

This policy is not valid unless countersigned by a duly authorized Agent of such company.

Gordon Brown

Authorized Agent

JUN - 7 1989
Countersignature Date

READ YOUR POLICY CAREFULLY

DC001 (ED. 01-86) PRINTED IN U.S.A.

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Signed for the Company as insurer for any section of this insurance by:

The Ætna Casualty and Surety Company

The Standard Fire Insurance Company

The Automobile Insurance Company of Hartford, Connecticut
Hartford, Connecticut 06156

Louise L. McCormick

Secretary

President

Ætna Casualty & Surety Company of Illinois
Downers Grove, Illinois 60515

Robert C. Haase, Jr.

Secretary

William L. Doder

Vice President

MASTER INSURANCE POLICY
DESCRIPTION OF LOCATIONS

POLICY NUMBER 001 ACM 5651 628	EFFECTIVE DATE 07/22/89 (SAME AS POLICY UNLESS OTHERWISE SPECIFIED)

Insurance applies to the locations described below only as designated in the individual Coverage Parts attached to this Policy.

LOC. NO.	BLDG. NO.	ADDRESS	OCCUPANCY
001	001	292 MADISON AVE. MANHATTAN NEW YORK, NY	OFFICE

Ætna LIFE & CASUALTY

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy or any coverage part by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any coverage part 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 which ends the coverage. The policy period will end on that date.
5. If this policy or any coverage part 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 insurance 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.

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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.

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ACCOUNT MASTER

COMMERCIAL PROPERTY

COMMERCIAL PROPERTY

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COMMERCIAL PROPERTY COVERAGE PART
DECLARATIONS

COVERAGE PART NUMBER
001 FP 5651 628 FCA

FORMS APPLICABLE TO THIS COVERAGE PART

TITLE	NUMBER
COMMERCIAL PROPERTY COVG PART-TBL OF CNTS	DC017 (ED. 01-86)
COMMERCIAL PROPERTY CONDITIONS	PF009 (ED. 01-86)
BUILDING & PERSONAL PROPERTY COVG FORM	CP0010 (ED. 11-85)
CHANGES - POLLUTION ENDORSEMENT	CP0186 (ED. 04-86)
COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PT. I & II	DC015 (ED. 01-86)
NEW YORK CHANGES	CP0133 (ED. 12-86)

FORMS APPLICABLE TO SPECIFIC PREMISES/COVERAGES

TITLE	NUMBER
EXTRA EXPENSE COVERAGE FORM	CP0050 (ED. 11-85)
CAUSES OF LOSS - SPECIAL FORM	CP1030 (ED. 11-85)
LOSS PAYABLE PROVISIONS	CP1218 (ED. 07-88)

MORTGAGE HOLDERS

LOC. NO.	BLDG. NO.	MORTGAGE HOLDER NAME AND MAILING ADDRESS

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COMMERCIAL PROPERTY COVERAGE PART
DECLARATIONS

COVERAGE PART NUMBER 001 FP 5651 628 FCA	EFFECTIVE DATE 07/22/89 (SAME AS POLICY UNLESS OTHERWISE SPECIFIED)

COVERAGES AND LIMITS OF INSURANCE - INSURANCE APPLIES ONLY TO THE PREMISES AT THE LOCATIONS DESIGNATED BELOW FOR WHICH A LIMIT OF INSURANCE IS SHOWN.

LOC. NO.	BLDG NO.	COVERAGE	COINS (%)	LIMIT OF INSURANCE ($)	COVD CAUSE OF LOSS	OTHER PROVISIONS
001	001	BUS PERS PROP #1	80	160,000	SPECIAL	ACV
		EXTRA EXPENSE		5,000	SPECIAL	LOSS % 40/80/100

DEDUCTIBLE $250. EXCEPTIONS:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

LOC. NO. 1 BLDG. NO. 1

DESCRIPTION OF PROPERTY:

LOSS PAYEE (NAME AND ADDRESS):
UNIVERSAL COMMUNICATION SYSTEM INC.
1401 MUNICIPAL RD.
ROANOKE, VIRGINIA

PROVISIONS APPLICABLE

LOSS PAYABLE	LENDER'S LOSS PAYABLE	CONTRACT OF SALE
	X	

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP0099 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated by an "X" in the Schedule:

B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule is a creditor (including a mortgage-holder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:
   a. Warehouse receipts;
   b. A contract for deed;

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c. Bills of lading; or

d. Financing statements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

   c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

      (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

   All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

      (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

      (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

   At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

   a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium: or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

   a. Adjust losses with you; and

   b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

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LIFE & CASUALTY

COMMERCIAL PROPERTY COVERAGE PART

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LIFE & CASUALTY

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property; or
3. Your interest in the Covered Property.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

If you violate a condition of this Coverage Part, we will not pay for loss or damage at the involved location. But your coverage will continue for other locations at which the violation does not apply.

C. INSURANCE UNDER TWO OR MORE COVERAGES

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

D. 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 of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
3. In the event of damage to, or destruction of, covered property at a location designated in this Coverage Part, and also designated in another insurance company's boiler and machinery policy, and there is a disagreement between the insurers as to:
   a. Whether the damage or destruction was caused by a Covered Cause of Loss provided for by this Coverage Part or by an accident covered by the boiler and machinery policy, or

b. The extent of participation of this Coverage Part and the boiler and machinery policy in a loss which is insured against, in whole or in part, by any or all policies.

We shall, upon your written request, pay to you one-half of the amount of the loss which is in disagreement, but not more than we would have paid if you did not have a boiler and machinery coverage in effect, subject to the following conditions:

(1) The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the policy(ies) and after the amount of loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either the boiler and machinery policy or this Coverage Part.

(2) The boiler and machinery insurer shall simultaneously pay to you one-half of the amount which is in disagreement;

(3) The payments by the insurers and your acceptance of those payments signify agreement of the insurers to proceed with arbitration within 90 days of the payments;

There will be three arbitrators. One will be appointed by the boiler insurer and one will be appointed by us. The third will be appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers, and that judgment upon award may be entered in any court of jurisdiction;

(4) You must agree to cooperate in connection with the arbitration, but not to interfere in it;

(5) The provisions of this condition will not apply unless the policy issued by the boiler and machinery insurance company is similarly endorsed; and

(6) Your acceptance of sums paid pursuant to the provisions of this condition shall not operate to alter, waive, surrender or, in any way, affect your rights against any of the insurers.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
   a. During the policy period shown in the Declarations; and
   b. Within the coverage territory.
2. The coverage territory is:
   a. The United States of America;
   b. Puerto Rico; and
   c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance;
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you; or
   c. Your tenant.

This will not restrict your insurance.

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LIFE & CASUALTY

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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 H - DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Building, meaning the building or structure described in the Declarations, including:

(1) Completed additions;

(2) Permanently installed fixtures, machinery and equipment;

(3) Outdoor fixtures;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property - Separation of Coverage form:

(1) Furniture and fixtures;

(2) Machinery and equipment;

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others; and

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove.

c. Personal Property of Others that is:

(1) In your care, custody or control; and

(2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. **Property Not Covered**

Covered Property does not include:

a. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;

b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling;

g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement;

h. Land (including land on which the property is located), growing crops or lawns;

i. Personal property while airborne or waterborne;

j. Pilings, piers, wharves or docks;

k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

l. Retaining walls that are not part of the building described in the Declarations;

m. Underground pipes, flues or drains;

n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;

o. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads;

(2) Are operated principally away from the described premises; or

(3) You do not manufacture, process, warehouse or hold for sale. But this paragraph does not apply to rowboats or canoes out of the water at the described premises;

p. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the Coverage Extensions.

3. **Covered Causes Of Loss**

See applicable Causes of Loss Form as shown in the Declarations.

4. **Additional Coverages**

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a. **Debris Removal**

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss.

b. **Preservation of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 10 days after the property is first moved.

c. **Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $1,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

5. **Coverage Extensions**

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. **Newly Acquired or Constructed Property**

(1) You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than $250,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declarations, but not more than $100,000 at each building.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. **Personal Effects and Property of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.

(2) Personal property of others in your care, custody or control.

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The most we will pay for loss or damage under this Extension is $2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. **Valuable Papers And Records-Cost of Research**

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is $1,000 at each described premises.

d. **Property Off-Premises**

You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease or operate. This Extension applies only if loss or damage is caused by a Covered Cause of Loss. This Extension does not apply to Covered Property:

(1) In or on a vehicle;

(2) In the care, custody or control of your salespersons; or

(3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is $5,000.

e. **Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is $1,000, but not more than $250 for any one tree, shrub or plant.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. EXCLUSIONS

See applicable Causes of Loss Form as shown in the Declarations.

C. LIMITS OF INSURANCE

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

The most we will pay for loss or damage to outdoor signs attached to buildings is $1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property; or
2. Debris Removal; but if the sum of loss or damage and debris removal expense exceeds the Limit of Insurance, we will pay up to an additional $5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

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D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. LOSS CONDITIONS

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

3. Duties In The Event Of Loss Or Damage

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

a. Notify the police if a law may have been broken.

b. Give us prompt notice of the loss or damage. Include a description of the property involved.

c. As soon as possible, give us a description of how, when and where the loss or damage occurred.

d. 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.

e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

f. Permit us to inspect the property and records proving the loss or damage.

g. 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.

h. 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.

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

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, plus any reduction in value of repaired items;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality.

b. We will not pay you more than your financial interest in the Covered Property.

c. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.

d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if:

(1) You have complied with all of the terms of this Coverage Part; and

(2) (a) We have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

5. **Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. **Vacancy**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

a. Not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(1) Vandalism;

(2) Sprinkler leakage, unless you have protected the system against freezing;

(3) Building glass breakage;

(4) Water damage;

(5) Theft; or

(6) Attempted theft.

b. Reduce the amount we would otherwise pay for the loss or damage by 15%.

Buildings under construction are not considered vacant.

7. **Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is $2,500 or less, we will pay the cost of building repairs or replacement.

This provision does not apply to the following even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:

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(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(1) Blank materials for reproducing the records; and

(2) Labor to transcribe or copy the records when there is a duplicate.

F. ADDITIONAL CONDITIONS

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

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in step (1);

(3) Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step (2); and

(4) Subtract the deductible from the figure determined in step (3).

The amount determined in step (4) is the most we will pay. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When:	The value of the property is	$250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	$100,000
	The Deductible is	$250
	The amount of loss is	$40,000

Step(1): $250,000 x 80% = $200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step(2): $100,000 ÷ $200,000 = .50

Step(3): $40,000 x .50 = $20,000

Step(4): $20,000 - $250 = $19,750

We will pay no more than $19,750. The remaining $20,250 is not covered.

Example No. 2 (Adequate Insurance):

When:	The value of the property is	$250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	$200,000

The Deductible is	$250
The amount of loss is	$40,000

Step(1): $250,000 x 80% = $200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step(2): $200,000 ÷ $200,000 = 1.00

Step(3): $40,000 x 1.00 = $40,000

Step(4): $40,000 - $250 = $39,750

We will cover the $39,750 loss in excess of the Deductible. No penalty applies.

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3

When: The value of the property is:

Building at Location No. 1	$75,000
Building at Location No. 2	100,000
Personal Property at Location No. 2	75,000
	$250,000
The Coinsurance percentage for it is	90%
The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is	$180,000
The Deductible is	$1,000
The amount of loss is:	
Building at Location No. 2	$30,000
Personal Property at Location No. 2	20,000
	$50,000

Step(1): $250,000 x 90% = $225,000 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step(2): $180,000 ÷ $225,000 = .80

Step(3): $50,000 x .80 = $40,000

Step(4): $40,000 - $1,000 = $39,000.

We will pay no more than $39,000. The remaining $11,000 is not covered.

2. **Mortgage Holders**

a. The term "mortgage holder" includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired. At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we do not renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

G. OPTIONAL COVERAGES

If shown in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

c. The terms of this Optional Coverage apply only to loss or damage that occurs:

(1) On or after the effective date of this Optional Coverage; and

(2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The most recent Limit of Insurance exclusive of this optional coverage multiplied by

(2) The percentage of annual increase shown in the Declarations applied pro rata during each year.

3. Replacement Cost

a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.

b. This Optional Coverage does not apply to:

(1) Property of others;

(2) Contents of a residence;

(3) Manuscripts;

(4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

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(5) "Stock", unless the Including "Stock" option is shown in the Declarations.

c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

d. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

e. We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace, on the same premises, the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

H. DEFINITIONS

"Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

LIA 90125

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES—POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. The changes below apply to the following forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
TOBACCO SALES WAREHOUSES COVERAGE FORM

1. Under PROPERTY NOT COVERED, the following is added:

   Covered Property does not include water.

2. The DEBRIS REMOVAL Additional Coverage is replaced by the following:

   Debris Removal

   a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

      (1) The date of direct physical loss or damage; or

      (2) The end of the policy period.

   b. The most we will pay under this Additional Coverage is 25% of:

      (1) The amount we pay for the direct loss or damage; plus

      (2) The deductible in this policy applicable to that loss or damage.

      But this limitation does not apply to any additional debris removal limit provided in the Limit of Insurance section.

   c. This Additional Coverage does not apply to costs to:

      (1) Extract "pollutants" from land or water; or

      (2) Remove, restore or replace polluted land or water.

3. The following Additional Coverage is added:

   Pollutant Clean Up and Removal

   We will pay your expense to extract "pollutants" from land or water at the described premises if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

   a. The date of direct physical loss or damage; or

   b. The end of the policy period.

   The most we will pay for each location under this Additional Coverage is $10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy. This limit is in addition to the Limits of Insurance.

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4. Paragraph 2. of the LIMITS OF INSURANCE Section is replaced by the following:

   2. Debris Removal; but if:

      a. The sum of loss or damage and debris removal expense exceeds the Limit of Insurance; or

      b. The debris removal expense exceeds the amount payable under the 25% Debris Removal coverage limitation in paragraph 2.b. above;

      we will pay up to an additional $5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

5. The following DEFINITION is added:

   "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

B. The PERIOD OF RESTORATION definition is revised to include the following in the:

BUSINESS INCOME COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
BUSINESS INCOME FROM DEPENDENT PROPERTIES - BROAD FORM
BUSINESS INCOME FROM DEPENDENT PROPERTIES - LIMITED FORM
EXTRA EXPENSE FROM DEPENDENT PROPERTIES FORM

"Period of restoration" does not include any increased period required due to the enforcement of any law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Regulates the prevention, control, repair, clean-up or restoration of environmental damage.

C. The CAUSES OF LOSS - SPECIAL FORM is revised as follows:

1. The exclusion of, "Release, discharge or dispersal of contaminants or pollutants" in paragraph B.2.d.(4) is deleted.

2. The following Exclusion is added:

   We will not pay for loss or damage caused by or resulting from the release, discharge or dispersal of "pollutants" unless the release, discharge or dispersal is itself caused by any of the "specified causes of loss". But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified cause of loss".

LIA 90127

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. The following provisions apply unless paragraph B. applies:

1. Paragraphs 2. and 3. of the CANCELLATION Common Policy Condition are replaced by the following:

2. a. CANCELLATION OF POLICIES IN EFFECT 60 DAYS OR LESS

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel for any reason not included in paragraph (2) below.

(2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

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(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that the continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds.

b. CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed in paragraph a.(2) above provided we mail the first Named Insured at least 15 days written notice before the effective date of cancellation.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured

at the address shown in the policy and the authorized agent or broker.

2. The following Conditions are added:

   a. NONRENEWAL

   If we decide not to renew this policy we will send notice as provided in Paragraph 2.c. below along with the reason for nonrenewal.

   b. CONDITIONAL RENEWAL

   If we condition renewal of this policy upon:

   (1) Change of limits;

   (2) Change in type of coverage;

   (3) Reduction of coverage;

   (4) Increased deductible;

   (5) Addition of exclusion; or

   (6) Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;

   we will send notice as provided in paragraph 2.c. below.

   c. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

   (1) If we decide not to renew this policy or to conditionally renew this policy as provided in paragraphs 2.a. and 2.b. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before;

      (a) The expiration date; or

      (b) The anniversary date if this is a continuous policy.

   (2) Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

   (3) We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

B. If this policy is issued or delivered in New York covering property located in New York for loss of or damage to buildings or structures that:

(1) Are used mainly for residential purposes, except hotels and motels; and

(2) Contain less than 5 dwelling units;

and for which the annual premium in this Coverage Part is greater than the annual premium for other property, if any, in this Coverage Part, the following provisions apply:

1. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

   2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

      (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      (2) 30 days before the effective date of cancellation if we cancel for any other reason.

   b. But if this policy:

      (a) Has been in effect for 60 days or more; or

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      (b) Is a renewal of a policy we issued:

   we may cancel this policy only for one or more of the following reasons:

      (1) Nonpayment of premium;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

(a) Issued the policy; or

(b) Last voluntarily renewed the policy; or

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law.

2. The following are added:

a. CONDITIONAL CONTINUATION

Instead of cancelling this policy, we may continue it on the condition that:

(1) The policy limits be changed; or

(2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. NONRENEWAL

If, as allowed by the laws of New York State, we:

(1) Do not renew this policy; or

(2) Condition policy renewal upon:

(a) Reduction of limits; or

(b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

(a) At least 45 days; but

(b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

C. If this policy covers the interest of the owner of any of the following types of buildings or structures:

(1) Residential (except 1 or 2 family buildings or structures);

(2) Commercial; or

(3) Industrial;

the following provision is added:

Before payment to you for loss or damage to the above buildings or structures caused by or resulting from fire, we will:

1. Deduct from your payment the claim of any tax district that issues a certificate of lien in accordance with the Insurance Law; and

2. Pay directly to the tax district the amount of the claim.

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When we pay that claim, we will have no obligation to pay the amount of that claim to you. Our payment of that claim within 30 days of our receipt of the certificate of lien will be a conclusive presumption that the claim was valid and properly paid.

D. When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

Unless you return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of the policy, we will rescind the policy by giving:
   a. 5 days written notice to you; and
   b. 10 days written notice to the mortgage holder shown in the Declarations.
2. 15 days before the expiration date of the policy, we will not renew the policy. We will give written notice of nonrenewal:
   a. To you at least 5 days before the expiration date of the policy; and
   b. To the mortgage holder shown in the Declarations at least 10 days before the expiration of the policy.

If the notice in 1. or 2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to:

1. The DUTIES IN THE EVENT OF ACCIDENT, CLAIM OR SUIT Condition in the Legal Liability Coverage Form; and
2. Paragraph b. of the DUTIES IN THE EVENT OF LOSS Condition in the Mortgage Holder's Errors and Omissions Coverage Form:

a. Notice given by or on your behalf; or

b. Written notice by or on behalf of any claimant;

to any of our agents in New York State, which adequately identifies you, will be the same as notice to us.

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LIFE & CASUALTY

EXTRA EXPENSE COVERAGE FORM

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 E - DEFINITIONS.

A. COVERAGE

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

1. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:

a. To avoid or minimize the suspension of business and to continue "operations":

(1) At the described premises; or

(2) At replacement premises or at temporary locations, including:

(a) Relocation expenses; and

(b) Costs to equip and operate the replacement or temporary locations;

b. To minimize the suspension of business if you cannot continue "operations"; or

c. (1) To repair or replace any property; or

(2) To research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

2. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

3. Additional Coverages

a. Alterations and New Buildings

We will pay for the actual and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

(1) New buildings or structures, whether complete or under construction;

(2) Alterations or additions to existing buildings or structures; and

(3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:

(a) Used in the construction, alterations or additions; or

(b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

b. **Civil Authority**

We will pay for the actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

4. **Coverage Extension**

You may extend the insurance provided by this Coverage Part as follows:

Newly Acquired Locations

a. You may extend your Extra Expense Coverage to apply to property at any location you acquire other than fairs or exhibitions.

b. The most we will pay for loss under this Extension is 10% of the Limit of Insurance for Extra Expense shown in the Declarations, but not more than $100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

(1) This policy expires.

(2) 30 days expire after you acquire the property; or

(3) You notify us of how you want this coverage to apply to that location.

We will charge you additional premium from the date you acquire the property..

This Extension is additional insurance.

B. **EXCLUSIONS**

See applicable Causes of Loss Form as shown in the Declarations.

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 the Coverage Extension is in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings; or

2. Civil Authority.

D. **LOSS CONDITIONS**

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

1. **Appraisal**

If we and you disagree on 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 amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

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2. **Duties If You Incur Extra Expense**

You must see that the following are done if you incur Extra Expense:

a. Notify the police if a law may have been broken.

b. Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.

c. As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.

d. Take all reasonable steps to protect the property at the described premises 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.

e. Permit us to inspect the property and records proving the loss.

f. 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.

g. 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.

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

i. Resume all or any part of your "operations" as quickly as possible.

3. **Limits On Loss Payment**

We will not pay more for Extra Expense than the percentages shown in the Declarations times the Limit of Insurance.

When the "period of restoration" is:

a. 30 days or less, the first percentage applies.

b. 60 days or less, but more than 30 days, the second percentage applies.

c. More than 60 days, the third percentage applies.

Example:	The Limit of Insurance is	$100,000
	The percentages shown in the Declarations are	40%-80%-100%
	The "period of restoration" is	45 days
	The amount of Extra Expenses incurred is	$90,000

We will not pay more than $100,000 times 80% (the percentage applicable for a "period of restoration" of 31-60 days), or $80,000. The remaining $10,000 is not covered.

4. **Loss Determination**

The amount of Extra Expense will be determined based on:

a. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

(1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(2) Any Extra Expense that is paid for by any other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

b. All necessary expenses that reduce the Extra Expense otherwise incurred.

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5. **Loss Payment**

We will pay for any loss within 30 days after we receive the statement of loss, if:

a. You have complied with all of the terms of this Coverage Part; and

b. (1) We reach agreement with you on the amount of loss; or

(2) An appraisal award has been made.

6. **Resumption Of Operations**

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

E. DEFINITIONS

1. "Operations" means the type of your business activities occurring at the described premises.

2. "Period of Restoration" means the period of time that:

a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property.

The expiration date of this policy will not cut short the "period of restoration".

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LIFE & CASUALTY

CAUSES OF LOSS—SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F. - Definitions.

A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations; that follow.

B. EXCLUSIONS

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

   a. **Building Ordinance**

   The enforcement of any ordinance or law:

   (1) Regulating the construction, use or repair of any property; or

   (2) Requiring the tearing down of any property, including the cost of removing its debris.

   b. **Earth Movement**

   (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

   (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

   Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

   (a) Airborne volcanic blast or airborne shock waves;

   (b) Ash, dust or particulate matter; or

   (c) Lava flow.

   All volcanic eruptions that occur within any 72-hour period will constitute a single occurrence.

   Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

   c. **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 the fire would be covered under this Coverage Part.

   d. **Nuclear Hazard**

   Nuclear reaction or radiation, or radioactive contamination, however caused.

   But if loss or damage by fire results, we will pay for that resulting loss or damage.

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e. **Power Failure**

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

f. **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

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

g. **Water**

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Mudslide or mudflow;

(3) Water that backs up from a sewer or drain; or

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

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

a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations.

d. (1) Wear and tear;

(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Release, discharge or dispersal of contaminants or pollutants;

(5) Settling, cracking, shrinking or expansion;

(6) Insects, birds, rodents or other animals;

(7) Mechanical breakdown, including rupture or bursting caused by centrifugal force; or

(8) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

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(c) Marring or scratching.

But if loss or damage by the "specified causes of loss" or building glass breakage results, we will pay for that resulting loss or damage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.

g. Water that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the water supply if the heat is not maintained.

h. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.

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

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 or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income Coverage Form or Extra Expense Coverage Form

We will not pay for:

(1) Any loss caused by or resulting from:

(a) Damage or destruction of "finished stock"; or

(b) The time required to reproduce "finished stock". **LIA 90138**

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas, including their lead-in wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

b. **Leasehold Interest Coverage Form**

(1) Paragraph B.1.a., Building Ordinance, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension, lapse or cancellation of any license; or

(c) Any other consequential loss.

c. **Legal Liability Coverage Form**

(1) The following Exclusions do not apply to insurance under this Coverage Form:

(a) Paragraph B.1.a., Building Ordinance;

(b) Paragraph B.1.c., Governmental Action;

(c) Paragraph B.1.d., Nuclear Hazard;

(d) Paragraph B.1.e., Power Failure; and

(e) Paragraph B.1.f., War and Military Action.

(2) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement.

(3) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. LIMITATIONS

1. We will not pay for loss of or damage to:

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.

e. Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.

f. Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.

g. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay more for loss of or damage to glass that is part of a building or structure than $100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than $500 for all loss of or damage to building glass that occurs at any one time.

   This Limitation does not apply to loss of or damage by the "specified causes of loss", except vandalism.

3. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

   a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.

   b. Animals, and then only if they are killed or their destruction is made necessary.

   c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

      (1) Glass that is part of a building or structure;

      (2) Containers of property held for sale; or

      (3) Photographic or scientific instrument lenses.

   d. Builders' machinery, tools, and equipment you own or that are entrusted to you, unless held for sale by you.

4. For loss or damage by theft, the following types of property are covered only up to the limits shown:

   a. $2,500 for furs, fur garments and garments trimmed with fur.

   b. $2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

   c. $2,500 for patterns, dies, molds and forms.

   d. $250 for stamps, tickets and letters of credit.

D. ADDITIONAL COVERAGE—COLLAPSE

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
2. Hidden decay;
3. Hidden insect or vermin damage;
4. Weight of people or personal property;
5. Weight of rain that collects on a roof;
6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss or damage to the following types of property, if otherwise covered in this Coverage Part, under items 2., 3., 4., 5. and 6. unless the loss or damage is a direct result of the collapse of a building:

Outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures; outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

E. ADDITIONAL COVERAGE EXTENSIONS

1. Property In Transit.

This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

b. Loss or damage must be caused by or result from one of the following causes of loss:

(1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

(2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

c. The most we will pay for loss or damage under this Extension is $1,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage.

If loss or damage caused by or resulting from a covered water damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes.

We will not pay the cost of repairing or replacing the system or appliance itself; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in sprinkler leakage; or

b. Is directly caused by freezing.

F. DEFINITIONS

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations. It does not include the cost of filling sinkholes.

2. Falling objects does not include loss or damage to:

   a. Personal property in the open; or

   b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

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ACCOUNT MASTER

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

LIA 90142

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CAT. 769657
PRINTED IN U.S.A.

I N S U R A N C E   B I N D E R

ISSUE DATE: [illegible]

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN BELOW.

PRODUCER
C. [illegible] & F, INC.
[illegible] WILLIAM STREET
NEW YORK
ZIP CODE 10038
CODE   SUB CODE

COMPANY AETNA C & S
EFFECTIVE:
DATE 07/22/89   TIME [illegible] M

BINDER NO: 12992
EXPIRATION:
DATE 07/22/90   TIME 12:01 AM   NOON

X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO.: ACM 5651 628

INSURED
LEAD INDUSTRIES, INC.
ATT: JEROME F. SMITH
[illegible] AVENUE
NEW YORK, NEW YORK
ZIP CODE 10017

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (INCLUDING LOCATION)

ACC.# 0356054005
AMEND

COVERAGES	COVERAGES/FORMS	ALL LIABILITY LIMITS IN THOUSANDS
TYPE OF INSURANCE		AMOUNT DEDUCTIBLE COINSURANCE
PROPERTY CAUSES OF LOSS ( ) BASIC ( ) BROAD ( ) SPECIAL ( ) ( )		
GENERAL LIABILITY (X) COMMERCIAL GENERAL LIABILITY ( ) CLAIMS MADE (X) OCCURRENCE ( ) OWNERS & CONTRACTORS PROTECTIVE ( ) ( )	RETRO DATE FOR CLAIMS MADE:	GENERAL AGGREGATE $1,000, PRODUCTS-COMP/OPS AGGREGATE $1,000, PERSONAL & ADVERTISING INJURY $EXCLUDE EACH OCCURRENCE $500,000 FIRE DAMAGE (ANY ONE FIRE) $50,000 MEDICAL EXPENSE (ANY ONE PERSON) $5,000
AUTOMOBILE ( ) LIABILITY ( ) SCHEDULED ( ) NON-OWNED ( ) HIRED ( ) GARAGE ( )	( ) ALL VEHICLES ( ) SCHEDULED VEHICLES	CSL $ BI PERS/ACCID $ PD $ MED PAY $ PIP $ UM $
AUTO PHYSICAL DAMAGE ( ) COLLISION DED: ( ) OTC DED:	( ) ALL VEHICLES ( ) SCHEDULED VEHICLES	( ) ACV ( ) STATED AMOUNT $ ( ) OTHER
EXCESS LIABILITY ( ) UMBRELLA FORM ( ) OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE $ AGGREGATE $ SELF-INSURED RETENTION $
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		STATUTORY ( ) $ (EACH ACCIDENT) ( ) $ (DISEASE-POLICY LIMIT) ( ) $ (DISEASE-EACH EMPLOYEE)

SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES
AS PER EXPIRING POLICY AMEND CLASSIFICATION TO READ'OCCUPANCY ASSOCIATION FOR LEAD INDUSTRY,BUILDING OR PREMISES-BANK OR OFFICE-NOC INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS.ALSO AMEND LIMITS AS ABOVE NOTED.

LIA 90143

NAME & ADDRESS

ZIP CODE

( ) MORTGAGEE   ( ) ADDITIONAL INSURED
( ) LOSS PAYEE   ( )

LOAN#

AUTHORIZED REPRESENTATIVE
CARLIS D. SCOTT

CONDITIONS
THIS COMPANY BINDS THE KIND(S) OF INSURANCE STIPULATED AS ABOVE. THIS INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY(IES) IN CURRENT USE BY THE COMPANY.

THIS BINDER MAY BE CANCELLED BY THE INSURED BY SURRENDER OF THIS BINDER OR BY WRITTEN NOTICE TO THE COMPANY STATING WHEN CANCELLATION WILL BE EFFECTIVE. THIS BINDER MAY BE CANCELLED BY THE COMPANY BY NOTICE TO THE INSURED IN ACCORDANCE WITH THE POLICY CONDITIONS. THIS BINDER IS CANCELLED WHEN REPLACED BY A POLICY. IF THIS BINDER IS NOT REPLACED BY A POLICY, THE COMPANY IS ENTITLED TO CHARGE A PREMIUM FOR THE BINDER ACCORDING TO THE RULES AND RATES IN USE BY THE COMPANY.

APPLICABLE IN NEVADA
ANY PERSON WHO REFUSES TO ACCEPT A BINDER WHICH PROVIDES COVERAGE OF LESS THAN $1,000,000.00 WHEN PROOF IS REQUIRED: (A) SHALL BE FINED NOT MORE THAN $500.00, AND (B) IS LIABLE TO THE PARTY PRESENTING THE BINDER AS PROOF OF INSURANCE FOR ACTUAL DAMAGES SUSTAINED THEREFROM.

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS

COVERAGE PART NUMBER 001 GL 5651 628 CCA	EFFECTIVE DATE 07/22/89 (same as policy unless otherwise specified)
FORM OF BUSINESS CORPORATION	

LIMITS OF INSURANCE

COVERAGES	LIMIT OF LIABILITY	
AGGREGATE LIMITS OF LIABILITY	EXCLUDED	Products/Completed Operations Aggregate
	$ 1,000,000	General Aggregate (other than Products/Completed Operations)
COVERAGE A - Bodily Injury and Property Damage Liability	$ 500,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Fire Damage Liability	$ 50,000	any one fire subject to the Coverage A occurrence and the General Aggregate Limits of Liability
COVERAGE B - Personal and Advertising Injury Liability	EXCLUDED	any one person or organization subject to the General Aggregate Limit of Liability
COVERAGE C - Medical Payments	$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

FORMS APPLICABLE TO THIS COVERAGE PART

TITLE	NUMBER
SEE ENDORSEMENT DC095.	

ACCOUNT MASTER BLANK ENDORSEMENT FORM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES (DC002):

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	CG0001	(ED. 11-85)
COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE	DC004	(ED. 05-88)
COMMERCIAL GENL. LIAB. COVERAGE PART - TABLE OF CONT.	DC018	(ED. 01-86)
NEW YORK CHANGES AMENDATORY ENDORSEMENT	CG0163	(ED. 04-86)
NEW YORK CHANGES VOLUNTEER FIREMAN EXCLUSION	CG0166	(ED. 11-86)
NEW YORK CHANGES CANCELLATION & NON RENEWAL	CG0221	(ED. 11-86)
AMENDMENT AGGREGATE LIMITS OF INSURANCE (PER LOCATION)	CG2504	(ED. 11-85)
NUCLEAR ENERGY LIABILITY EXCL. ENDORSEMENT (BROAD FORM)	IL0021	(ED. 11-85)
CONTRACTUAL LIABILITY LIMITATION	CG2139	(ED. 11-85)
EXCLUSION - PERSONAL AND ADVERTISING INJURY	CG2138	(ED. 11-85)
EXCLUSION - PRODUCTS - COMPLETED OPERATIONS HAZARD	CG2104	(ED. 11-85)
EXCLUSION - POLLUTION (PREMISES, WASTE, OPERATIONS)	GN049	(ED. 11-87)
EXCLUSION - POLLUTION (PREMISES, WASTE, OPERATIONS, PRODUCTS-COMPLETED OPERATIONS HAZARD)	GN050	(ED. 11-87)
EXCLUSION - EMPLOYERS LIABILITY AND EMPLOYMENT PRACTICES	GN051	(ED. 11-87)

COMMERCIAL GENERAL LIABILITY
COVERAGE PART SCHEDULE

COVERAGE PART NUMBER 001 GL 5651 628 CCA

CLASS CODE 61215	PREMIUM BASIS AREA/NEAREST THOUSAND	RATES	
LOCATION 001	EXPOSURE 1000	PREMISES/ OPERATIONS	PRODUCTS/ COMPLETED OPERATIONS
CLASS DESCRIPTION BUILDINGS OR PREMISES - BANK OR OFFICE - NOC INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS		245.046	INCL

CLASS CODE	PREMIUM BASIS	RATES	
LOCATION	EXPOSURE	PREMISES/ OPERATIONS	PRODUCTS/ COMPLETED OPERATIONS
CLASS DESCRIPTION			

CLASS CODE	PREMIUM BASIS	RATES	
LOCATION	EXPOSURE	PREMISES/ OPERATIONS	PRODUCTS/ COMPLETED OPERATIONS
CLASS DESCRIPTION			

CLASS CODE	PREMIUM BASIS	RATES	
LOCATION	EXPOSURE	PREMISES/ OPERATIONS	PRODUCTS/ COMPLETED OPERATIONS
CLASS DESCRIPTION			

See next page for a description of premium basis and rate application.

COMMERCIAL GENERAL LIABILITY
COVERAGE PART - PREMIUM BASIS

PREMIUM BASIS

Following are brief descriptions of some of the more common Premium Bases used in calculating the premium for your Commercial General Liability Coverage. These descriptions are subject to more detailed manual rules in use by the Company.

1. Admissions.
   The total number of persons admitted to an event, excluding employees of the insured. The rate applies per 1,000 admissions, whether paid or complimentary.

2. Area.
   The total number of square feet of floor space at the insured premises. The rate applies per 1,000 square feet of area.

3. Each.
   This basis of premium reflects units of exposure. Classifications will determine these units, such as "per person".

4. Gross Sales.
   The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

   (a) All goods or products sold or distributed;
   (b) Operations performed during the policy period; and
   (c) Rentals.

   The rates apply per $1,000 of Gross Sales.

5. Payroll.
   The total remuneration for services rendered by employees whether paid or substitutes for money. The rates apply per $1,000 of payroll.

6. Total Cost.
   The cost of all work, let or sublet, as respects each specific project, Including:

   (a) All labor, materials and equipment furnished, used or delivered for use in the project; and
   (b) All fees, bonuses or commissions made, paid or due.

7. Units.
   A single room or group of rooms used for occupancy as separate living quarters by:

   (a) a family;
   (b) a group of unrelated persons living together; or
   (c) a person living alone.

RATES

The rates used in calculating the premium for your Commercial General Liability Coverage are subject to the manual rules in use by the Company.

LIFE & CASUALTY

COMMERCIAL GENERAL LIABILITY COVERAGE PART

TABLE OF CONTENTS

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LIFE & CASUALTY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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.

The word "insured" means any person or organization qualifying as such under SECTION II—WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V—DEFINITIONS.

SECTION I—COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III—LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract"; or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III—LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

      (1) The amount we will pay for damages is limited as described in SECTION III—LIMITS OF INSURANCE:

      (2) We may investigate and settle any claim or "suit" at our discretion: and

      (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   b. This insurance applies to "personal injury" only if caused by an offense:

      (1) Committed in the "coverage territory" during the policy period: and

      (2) Arising out of the conduct of your business. excluding advertising. publishing. broadcasting or telecasting done by or for you.

   c. This insurance applies to "advertising injury" only if caused by an offense committed:

      (1) In the "coverage territory" during the policy period: and

      (2) In the course of advertising your goods. products or services.

2. **Exclusions**

   This insurance does not apply to:

   a. "Personal injury" or "advertising injury":

      (1) Arising out of oral or written publication of material. if done by or at the direction of the insured with knowledge of its falsity:

      (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period:

      (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured: or

      (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

   b. "Advertising injury" arising out of:

      (1) Breach of contract. other than misappropriation of advertising ideas under an implied contract:

      (2) The failure of goods. products or services to conform with advertised quality of performance:

      (3) The wrong description of the price of goods. products or services: or

      (4) An offense committed by an insured whose business is advertising. broadcasting. publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. **Insuring Agreement**

   a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

      (1) On premises you own or rent:

      (2) On ways next to premises you own or rent: or

      (3) Because of your operations:

      provided that:

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(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

We will not pay expenses for "bodily injury":

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard".

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II—WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

(1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employement; or

(2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

(3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

b. Any person (other than your employee), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C; and

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b. Damages under Coverage A and Coverage B. except damages because of injury and damage included in the "products-completed operations hazard".

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".

4. Subject to 2. above. the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above. whichever applies. the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage A: and

   b. Medical expenses under Coverage C

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above. the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above. the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months. starting with the beginning of the policy period shown in the Declarations. unless the policy period is extended after issuance for an additional period of less than 12 months. In that case. the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Banktuptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties in the Event of Occurrence, Claim or Suit**

   a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

      (1) How. when and where the "occurrence" took place: and

      (2) The names and addresses of any injured persons and witnesses.

   b. If a claim is made or "suit" is brought against any insured. you must see to it that we receive prompt written notice of the claim or "suit".

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands. notices. summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information:

      (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

      (4) Assist us. upon our request. in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insureds will. except at their own cost. voluntarily make a payment. assume any obligation. or incur any expense. other than for first aid. without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured: or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial: but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us. the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part. our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary. our obligations are not affected unless any of the other insurance is also primary. Then. we will share with all that other insurance by the method described in c. below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance. whether primary. excess. contingent or on any other basis:

(1) That is Fire. Extended Coverage. Builder's Risk. Installation Risk or similar coverage for "your work":

(2) That is Fire insurance for premises rented to you: or

(3) If the loss arises out of the maintenance or use of aircraft. "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess. we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends. we will undertake to do so. but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance. we will pay only our share of the amount of the loss. if any. that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance: and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss. if any. with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares. we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains. whichever comes first.

If any of the other insurance does not permit contribution by equal shares. we will contribute by limits. Under this method. each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we will need for premium computation. and send us copies at such times as we may request.

6. **Representations**

By accepting this policy. you agree:

a. The statements in the Declarations are accurate and complete:

b. Those statements are based upon representations you made to us: and

c. We have issued this policy in reliance upon your representations.

7. **Separation of Insureds**

Except with respect to the Limits of Insurance. and any rights or duties specifically assigned in this Coverage Part to the first Named Insured. this insurance applies:

a. As if each Named Insured were the only Named Insured: and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part. those rights are transferred to us. The insured must do nothing after loss to impair them. At our request. the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V—DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

   a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods. products or services:

   b. Oral or written publication of material that violates a person's right of privacy:

   c. Misappropriation of advertising ideas or style of doing business: or

   d. Infringement of copyright. title or slogan.

2. "Auto" means a land motor vehicle. trailer or semitrailer designed for travel on public roads. including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury. sickness or disease sustained by a person. including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions). Puerto Rico and Canada:

   b. International waters or airspace. provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above: or

   c. All parts of the world if:

      (1) The injury or damage arises out of:

         (a) Goods or products made or sold by you in the territory described in a. above: or

         (b) The activities of a person whose home is in the territory described in a. above. but is away for a short time on your business: and

      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits. in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property. other than "your product" or "your work". that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective. deficient. inadequate or dangerous: or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair. replacement. adjustment or removal of "your product" or "your work": or

   b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

   a. A lease of premises;

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b. A sidetrack agreement:

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade:

d. Any other easement agreement. except in connection with construction or demolition operations on or within 50 feet of a railroad:

e. An indemnification of a municipality as required by ordinance. except in connection with work for a municipality:

f. An elevator maintenance agreement: or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization. if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies an architect. engineer or surveyor for injury or damage arising out of:

(1) Preparing. approving or failing to prepare or approve maps. drawings. opinions. reports. surveys. change orders. designs or specifications: or

(2) Giving directions or instructions. or failing to give them. if that is the primary cause of the injury or damage:

b. Under which the insured. if an architect. engineer or surveyor. assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services. including those listed in a. above and supervisory. inspection or engineering services: or

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft. watercraft or "auto":

b. While it is in or on an aircraft. watercraft or "auto": or

c. While it is being moved from an aircraft. watercraft or "auto" to the place where it is finally delivered:

but "loading or unloading" does not include the movement of property by means of a mechanical device. other than a hand truck. that is not attached to the aircraft. watercraft or "auto".

8. "Mobile equipment" means any of the following types of land vehicles. including any attached machinery or equipment:

a. Bulldozers. farm machinery. forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles. whether self-propelled or not. maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels. loaders. diggers or drills: or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers:

e. Vehicles not described in a.. b.. c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors. pumps and generators. including spraying. welding. building cleaning. geophysical exploration. lighting and well servicing equipment: or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a.. b.. c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However. self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured.

13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You:

(2) Others trading under your name: or

(3) A person or organization whose business or assets you have acquired: and

b. Containers (other than vehicles). materials. parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness. quality. durability or performance of any of the items included in a. and b. above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf: and

b. Materials. parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness. quality. durability or performance of any of the items included in a. or b. above.

LIA 90160

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES—AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE PART

1. The following sentence of paragraph 1.a. of COVERAGES (Section I) is deleted:

   We will have the right and duty to defend any suit seeking those damages.

   The following is added to paragraph 1.a. of COVERAGES (Section I):

   We will have the right and duty to defend any suit seeking those damages even it the allegations of the suit are groundless, false or fraudulent.

2. The following is added as paragraph e. to the DUTIES CONDITION (Section IV):

   (e.) Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

3. Any definition of "loading or unloading" does not apply.

LIA 90161

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES—VOLUNTEER FIREMAN EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to COVERAGE A (Section I):

This insurance does not apply to "bodily injury" to any volunteer fireman who is performing any duty or activity that is described in subdivision 1 of Section 5 of the New York Volunteer Fireman's Benefit Law.

LIA 90162

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the CANCELLATION Common Policy Condition is replaced by the following:

2. a. Cancellation For Policies In Effect 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel for any reason not included in paragraph (2) below.

(2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

b. Cancellation Of Policies In Effect For More Than 60 days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed in paragraph a.(2) above provided we mail the first Named Insured a notice of cancellation at least 15 days before the effective date of cancellation.

3. We will mail or deliver our notice including the reason to the first Named Insured at the address shown in the policy and the authorized agent or broker.

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

1. NONRENEWAL

If we decide not to renew this policy we will send notice as provided in paragraph B.3. below along with the reason for nonrenewal.

LIA 90163

2. CONDITIONAL RENEWAL.

If we condition renewal of this policy upon:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion;

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;

we will send notice as provided in paragraph B.3. below.

3. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

a. If we decide not to renew this policy or to conditionally renew this policy as provided in paragraphs B.1. and B.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

   a. The expiration date; or

   b. The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. We will not send you notice of non-renewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or no longer desired.

LIA 90164

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT—AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

LIA 90165

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" include radioactive, toxic or explosive properties;

   "Nuclear material" means "source material", "special nuclear material" or "by-product material";

LIA 90166

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

LIA 90167

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Definition 6. "insured contract" of the DEFINITIONS section is replaced by the following:

"Insured Contract" means any written:

1. Lease of premises;
2. Easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad;
3. Indemnification of a municipality as required by ordinance, except in connection with work for the municipality;
4. Sidetrack agreement or any easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade; or
5. Elevator maintenance agreement.

An "insured contract" does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to you.

LIA 90168

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PART

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.

LIA 90169

THIS ENDORSEMEMT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—PRODUCTS—COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included within the "products—completed operations hazard".

LIA 90170

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—POLLUTION (PREMISES, WASTE, OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. of Coverage A (Section 1) is replaced by the following:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to you or any other insured;

(b) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any other insured or any person or organization for whom you or any insured may be legally responsible;

(c) At or from any premises, site or location which is or was at any time used by you, any other insured, or any other person or organization for the handling, storage, disposal, processing or treatment of waste;

(d) At or from any premises, site or location other than any premises, site or location described in (a) and (c) above on which you or any insured or any contractors or subcontractors working directly or indirectly on your or any insured's behalf are performing operations:

(i) If the pollutants are or were at any time brought to the premises, site or location by you or such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense:

(a) arising out of any request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that you or any other insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of pollutants.

Pollutants means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

LIA 90171

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—POLLUTION (PREMISES, WASTE, OPERATIONS, PRODUCTS—COMPLETED OPERATIONS HAZARD)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. of Coverage A (Section 1) is replaced by the following:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to you or any other insured;

(b) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any other insured or any person or organization for whom you or any insured may be legally responsible;

(c) At or from any premises, site or location which is or was at any time used by you, any other insured, or any other person or organization for the handling, storage, disposal, processing or treatment of waste;

(d) At or from any premises, site or location other than any premises, site or location described in (a) and (c) above on which you or any insured or any contractors or subcontractors working directly or indirectly on your or any insured's behalf are performing operations:

(i) If the pollutants are or were at any time brought to the premises, site or location by you or such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;

(e) If the "bodily injury" or "property damage" is included within the "products-completed operations hazard".

Subparagraphs (a) and (d)(i) and (e) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense:

(a) arising out of any request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that you or any other insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of pollutants.

Pollutants means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

LIA 90172

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—EMPLOYERS LIABILITY AND EMPLOYMENT PRACTICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Exclusion e. of Coverage A (Section 1) is replaced by the following:

   e. "Bodily injury" to:

   (1) An employee of the insured arising out of or in the course of employment by the insured;

   (2) An employee or former employee of the insured or of any person or organization of which the insured is an executive officer or employee, whether or not arising out of or in the course of employment by the insured or such person or organization, or an applicant for employment with the insured or such person or organization if the "bodily injury" arises out of any:

   (a) refusal to employ; (b) termination of employment; (c) coercion; (d) criticism; (e) demotion; (f) evaluation; (g) reassignment; (h) discipline; (i) defamation; (j) harassment; (k) humiliation; (l) discrimination; or (m) any other employment related practices, policies, acts or omissions.

   (3) The spouse, child, parent, brother or sister of that employee, former employee or any applicant for employment as a consequence of (1) or (2) above.

   This exclusion applies:

   (1) Whether the insured may be held liable as an employer or in any other capacity; and

   (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   Exclusions e.(1) and e.(3) do not apply to liability for "bodily injury" to an employee of the insured assumed by the insured under an "insured contract".

2. Coverage B (Section 1) is amended by adding the following exclusion:

   c. "Personal injury" to:

   (1) An employee or former employee of the insured or of any person or organization of which the insured is an executive officer or employee, whether or not arising out of or in the course of employment by the insured or such person or organization, or an applicant for employment with the insured or such person or organization if the "personal injury" arises out of any:

   (a) refusal to employ; (b) termination of employment; (c) coercion; (d) criticism; (e) demotion; (f) evaluation; (g) reassignment; (h) discipline; (i) defamation; (j) harassment; (k) humiliation; (l) discrimination; or (m) any other employment related practices, policies, acts or omissions.

   (2) The spouse, child, parent, brother or sister of that employee, former employee or any applicant for employment as a consequence of (1) above.

   This exclusion applies:

   (1) Whether the insured may be held liable as an employer or in any other capacity; and

   (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

LIA 90173

COMMERCIAL INLAND MARINE

ACCOUNT MASTER

COMMERCIAL INLAND MARINE

LIA 90174

92183 (ED. 01-87)

CAT. 769649
PRINTED IN U.S.A.

COMMERCIAL INLAND MARINE COVERAGE PART
DECLARATIONS

COVERAGE PART NUMBER 001 IF 5651 628 FCA	EFFECTIVE DATE 07/22/89 (SAME AS POLICY UNLESS OTHERWISE SPECIFIED)

Insurance under this Commercial Inland Marine Coverage Part applies only to those coverages shown by [X] in this Declaration and only to those sections for which a Limit of Insurance is shown in the Supplemental Declarations(s) attached.

COVERAGES

[ ] Accounts Receivable
[X] Commercial Articles
[ ] Physicians and Surgeons
[ ] Signs
[ ] Valuable Papers and Records

FORMS APPLICABLE TO THIS COVERAGE PART (TITLE, NUMBER AND EDITION DATE)

SUPPLEMENTAL DECLARATIONS - COMMERCIAL ARTICLES	DC006	(ED. 07-88)
TABLE OF CONTENTS	DC011	(ED. 01-86)
COMMERCIAL INLAND MARINE CONDITIONS	CM0001	(ED. 11-85)
COMMERCIAL ARTICLES COVERAGE FORM	CM0020	(ED. 07-88)
COMMERCIAL ARTICLES SCHEDULE	DC096	(ED. 01-86)

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL ARTICLES SUPPLEMENTAL DECLARATIONS

COVERAGE PART NUMBER 001 IF 5651 628 FCA	EFFECTIVE DATE 07/22/89 (SAME AS POLICY UNLESS OTHERWISE SPECIFIED)

DESCRIPTION OF COVERED PROPERTY AND LIMITS OF INSURANCE

A. CAMERAS, PROJECTION MACHINES, FILMS AND RELATED EQUIPMENT AND ACCESSORIES

ITEM NO.	DESCRIPTION OF PROPERTY	MANUFACTURER AND SERIAL NO.	LIMIT OF INSURANCE ($)
	SEE DC096 (ED. 01-86)		

Total Limit of Insurance $ 1,671

B. MUSICAL INSTRUMENTS AND RELATED EQUIPMENT AND ACCESSORIES

ITEM NO.	DESCRIPTION OF PROPERTY	MANUFACTURER AND SERIAL NO.	LIMIT OF INSURANCE ($)

Total Limit of Insurance $

DEDUCTIBLE

The Deductible amount is $250 unless otherwise stated:

$

SPECIAL PROVISIONS (IF ANY)

LIFE & CASUALTY

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL ARTICLES
SCHEDULE

COVERAGE PART NUMBER
001 IF 5651628 FCA

A. CAMERAS, PROJECTION MACHINES, FILMS AND RELATED EQUIPMENT AND ACCESSORIES

ITEM NO.	DESCRIPTION OF PROPERTY	MANUFACTURER AND SERIAL NO.	LIMIT OF INSURANCE ($)

SCHEDULE PAGE NO.1

AMT. OF INS.

LOC.NO.1 - 292 MADISON AVE., NEW YORK, NY 10017

CAMERAS

ITEM NO.	DESCRIPTION	AMT. OF INS.
1.	ONE AUTOMATIC ROLLEIFLEX CAMERA SER.NO.1066344 W. CARL ZEISS TESSAR F. 3.5, 7.5 CM LENS NO. 3029498 IN COMPUR-RAP ID-SHUTTER, COMPLETE W/EVEREADY CASE, FILTERS & SUNSHADE	310.
2.	ONE NORWOOD IDIRECTOR EXPOSURE METER MODEL B, SER.NO.34873 COMPLETE W/EVEREADY CASE PHOTODISK AND PHOTOGRID	38.
3.	ONE EASTMAN-KODAK KODASLIDE PROJECTOR, MODEL 2-A W/5" LENS W/CARRYING CASE AND KODASLIDE CHANGER	60.
4.	ONE DIA GADG-IT BAG MODEL C-907	22.
5.	KODACHROME SLIDES NEGATIBES FILMS AND PRINTS	100.
6.	ONE EASTMAN-KODAK CAMERA NO.3 POCKET KODAK W/LEATHER CASE	60.
7.	ONE PHOTOMETER MODEL 735 NO.575015 LEATHER CASE	25.
8.	ONE DELINEASCOPE (SPENCER LENS CO) MODEL D NO.28901	43.
9.	MISCELLANEOUS EQUIPMENT	80.
10.	ONE EASTMAN-KODAK-KODASLIDE TABLE VIEWER, MODEL A	95.
11.	ONE BENNETT AND JAFFE CASE FOR VIEWER	29.
12.	ONE AUTOMATIC ROLLERFLEX NO.1141751 EQUIPPED W/SCHNEIDER-XENARY F.35 LENS NO.2271641 W/CASE	235.
13.	ONE ROLLEIKIN 35MM ADAPTER FOR ABOVE CAMERA	32.
14.	DIAMOND GADG-IT BAG, MODEL 09072725	27.
15.	ONE LENS ADAPTER AND SUNSHADE	5.
16.	ONE EXA CAMERA S NO.213936 W/A W/2.0 LENS NO.826610 COMPLETE W/CASE	100.
17.	ONE EXA TRIPOD FOR EXA CAMERA	20.
18.	ONE RICHOHFLEX CAMERA MODEL VI SER.NO.157216 W/RICHOH ANASTIGMAT F.3.5 80MM LENS NO.157216C	50.
19.	ONE ARGUS CAMERA MODEL C-3 NO.305288	36.
20.	ONE TELEPHOTO LENS FOR EXA CAMERA 3486602 SCHNEIDER KREUZNACH, TELE-XENAR 1.5.5/150	55.
21.	ONE GRAFLITE JR. FLASH GUN W/BATTERY CAPACITOR CARTRIDGE AND CONNECTING CORDS	26.
22.	ONE SERIES 5 ADAPTER RING FOR EXA, 1 SERIES VI ADAPTER RING FOR RICHOFLEX 3 SERIES VI K2 FILTERS 1 SERIES VI XI FILTERS	12.
23.	ONE MODEL MC CUSTOM 2 X 2 FILMSTRIP PROJECTOR W/5" LENS AND CARRYING CASE S.NO.118224	89.
24.	ONE VOIGHTLANDER VITO BL NO.4286773 35MM W/HAZE AND YELLOW FILTERS AND LEATHER CARRYING CASE	100.
25.	ONE 35MM F 25 LENS STEINHEIL S.NO.1757074	22.

LIA 90177

Total Limit of Insurance $ 1671.00

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LIFE & CASUALTY

COMMERCIAL INLAND MARINE COVERAGE PART

TABLE OF CONTENTS

LIA 90178

LIFE & CASUALTY

COMMERCIAL INLAND MARINE CONDITIONS

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

LOSS CONDITIONS

A. ABANDONMENT

There can be no abandonment of any property to us.

B. APPRAISAL

If we and you disagree on the value of the property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their 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 we submit to 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 by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;

2. The Covered Property; or

3. Your interest in the Covered Property.

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;

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.

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D. POLICY PERIOD

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

E. VALUATION

The value of 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 substantially identical property.

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

LIA 90181

AEtna LIFE & CASUALTY

COMMERCIAL ARTICLES COVERAGE FORM

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.

1. Covered Property

Covered Property, as used in this Coverage Form, means:

a. Cameras, projection machines, films and related equipment and accessories;

b. Musical instruments and related equipment and accessories; and

c. Similar property of others that is in your care, custody or control.

2. Property Not Covered

Covered Property does not include contraband, or property in the course of illegal transportation or trade.

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 Coverage—Collapse

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;

b. Hidden decay;

c. Hidden insect or vermin damage;

d. Weight of people or personal property;

e. Weight of rain that collects on a roof;

f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

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. 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 the fire would be covered under this Coverage Form.

b. **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 the fire would be covered under this Coverage Form.

c. **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

(3) 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. Delay, loss of use, loss of market or any other consequential loss.

   b. 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.

   c. Unauthorized instructions to transfer property to any person or to any place.

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. Faulty, inadequate or defective:

      (1) Planning, zoning, development, surveying, siting;

      (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

      (3) Materials used in repair, construction, renovation or remodeling; or

      (4) Maintenance;

      of part or all of any property wherever located.

   d. Collapse except as provided in the Additional Coverage—Collapse section of this Coverage Form.

   e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

LIMITS OF INSURANCE

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

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.

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 wherever located.

LIA 90183

2. **Coinsurance**

   All items that are covered but not individually listed and described must be insured for their total value as of the time of "loss" or you will incur a penalty.

   The penalty is that we will pay only the proportion of any "loss" to these items that the Limit of Insurance shown in the Declarations for them bears to their total value as of the time of "loss".

3. **Additional Acquired Property**

   If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days. The most we will pay in a "loss" is the lesser of:

   a. 25% of the total Limit of Insurance shown in the Declarations for that type of property; or

   b. $10,000.

   You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the date the property is acquired.

F. DEFINITIONS

"Loss" means accidental loss or damage.

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LIFE & CASUALTY

IMPORTANT NOTICE

NEW YORK STATE HAZARDOUS MATERIAL REPORT FORM

IN ACCORDANCE WITH SECTION 168-i OF THE NEW YORK STATE INSURANCE LAW, THE ATTACHED HAZARDOUS MATERIAL REPORT FORM HM-1A/HM-1B IS BEING PROVIDED TO ENABLE YOU TO COMPLY WITH SECTION 209-u OF THE GENERAL MUNICIPAL LAW. PLEASE READ THE INSTRUCTIONS CAREFULLY, AND SUBMIT THE COMPLETED FORM HM-1A TO **THE LOCAL FIRE CHIEF,** IF REQUIRED. **DO NOT SUBMIT THE FORM TO YOUR AGENT OR THIS COMPANY.**

IF THE LAW APPLIES TO YOU, THE SERVICES OF OUR ENGINEERING PERSONNEL ARE AVAILABLE TO OFFER ASSISTANCE IN PROPER HANDLING AND STORAGE TECHNIQUES. CONTACT YOUR ÆTNA AGENT TO MAKE ARRANGEMENTS FOR THIS SERVICE, OBTAIN ADDITIONAL FORMS, OR IF YOU HAVE ANY QUESTIONS.

(56411) ED. 4-81

CAT. 108936
PRINTED IN U.S.A.

NEW YORK STATE DEPARTMENT OF STATE

OFFICE OF FIRE PREVENTION AND CONTROL

HAZARDOUS MATERIALS REPORT FORM
(General Municipal Law, § 209-u)

The information entered herein is essential to your local fire chief for the protection of your employees, the fire-fighters and citizens in the immediate area, and to reduce damage to your property in the event of a fire or an emergency.

Every fire insurance policyholder, engaged in commerce in this state, is required by law to report the presence of hazardous materials at their business address.

Failure to file in accordance with the provisions of section 209-u of the General Municipal Law could result in a fine.

A separate report is required annually for each business address.

WHEN COMPLETED, THIS FORM MUST BE SENT TO YOUR LOCAL FIRE DEPARTMENT.

Hazardous Materials Location*

Firm Name ______________________ Street Add. Only ______________________

Bus. Add. ______________________ Bldg. Name or No. ______________________

City, State, Zip ______________________ City, State, Zip ______________________

Tel. No. ______________________ Policy Anniv. Date ______________________

Name of Emergency Contact ______________________ Bus. Tel. __________ Home Tel. __________

____

(Signature and Title of Person Completing Form)

*It is suggested that a separate form be filled out for each building that contains hazardous materials.

EXEMPTIONS

Requests for exemptions from this law must be made in writing, attached to this form, and filed annually with your local fire department not later than the anniversary date of your policy.

All exemptions approved shall expire on the next policy anniversary date.

Exemptions denied shall require that the insured file a completed hazardous materials report form within 15 days of denial.

FOR FIRE DEPARTMENT USE ONLY

Exemptions: Approved _______ Denied _______ Additional Information Needed _______

____

(Date) (Signature of Fire Chief)

(Fire Department Name and Address) (Print Name of Fire Chief)

V Hazardous Material Listing (attach additional sheets if necessary)

Note: Definitions of symbols are on the second page of the instruction sheet.

Identifying Symbol	Material Description & Proper Shipping Name	Total Amount	Identifying Symbol	Material Description & Proper Shipping Name	Total Amount
PLOSIVE / ASTING ENT					
POISON GAS			OXIDIZER		
POISON / IRRITANT			ORGANIC PEROXIDE		
LAMMABLE IQUID			RADIOACTIVE		
MBUSTIBLE			CORROSIVE		
FLAMMABLE SOLID			DANGEROUS WHEN WET		
AMMABLE AS			ETIOLOGIC AGENTS BIOMEDICAL MATERIAL IN CASE OF DAMAGE OR LEAKAGE NOTIFY DIRECTOR CDC ATLANTA, GEORGIA 404/633-5313		

VI Special Considerations/Remarks:

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Instructions for Hazardous Material Listing

Identifying Symbol: This area identifies different classes of hazardous material. Most material will fall within one of these classes. If a particular material falls within two or more classes, it should be listed in each applicable class.

Two additional boxes are provided for material that does not fall within any class. These boxes may also be used if additional space is needed to further identify previously listed categories.

Amounts to be reported are shown in Table 1 below.

NOTE: SHIPPING AND PACKAGING LABELS MAY BE OF ASSISTANCE IN IDENTIFYING THE CLASS OF MATERIAL.

Hazardous Material Description and Proper Shipping Name

This area is reserved for the description and name of any hazardous material within a given class. If there is more than one material within a certain class, at a given location, then the most prevalent or most common should be used (indicate "most common").

Total Amount

List the total amount of reportable material within the given class. If the amounts vary from day to day, then the average amount should be listed.

Identifying Symbol	Hazardous Material Description and Proper Shipping Name	Total Amount
	Ethyl Chloride	60 gals.
	(most common)	

Special Considerations/Remarks

This area is reserved for the policyholder and the fire chief for making any notes or comments they feel are pertinent. Several examples are listed below:

1. Building has a sprinkler system.
2. Adjacent building is a school.
3. Guard dogs are on the premises from 6:00 p.m. to 6:00 a.m.
4. Hazardous material amounts may vary greatly from day to day.
5. Poor water supply.
6. Access to the building is poor.
7. Flammable liquid is stored in the same building as oxidizer.

Table 1

Amounts to be Reported

1. Explosives and Blasting Agents - any amount
2. Poison Gas - any amount
3. Poison and Irritant - any amount
4. Flammable Liquid - over 5 gallons inside a building and over 10 gallons outside a building
5. Flammable Solid - any amount
6. Flammable Gas - over 2,000 cubic feet at normal temperature
7. Nonflammable Gas - over 6,000 cubic feet at normal temperature
8. Oxidizer - over 50 pounds
9. Organic Peroxide - over 10 pounds
10. Combustible Liquid - over 25 gallons inside a building and over 60 gallons outside a building
11. Radioactive Material - any amount
12. Corrosive Material - over 55 gallons
13. Dangerous When Wet Material - any amount
14. Etiologic Material - any amount

(OVER)

Hazardous Material Definitions

The following definitions have been abstracted from the Code of Federal Regulations, Title 49-Transportation, Parts 100 to 199. Refer to the referenced sections for complete details.

NOTE: Rulemaking proposals are outstanding or are contemplated concerning some of these definitions.

Hazardous Material - Means a substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property, when transported in commerce, and which has been so designated. (Sec. 171.8)

Multiple Hazards - A material meeting the definitions of more than one hazard class is classed according to the sequence given in Sec. 173.2.

HAZARD CLASS	DEFINITIONS
EXPLOSIVES	**An Explosive** - Any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion, i.e., with substantially instantaneous release of gas and heat, unless such compound, mixture or device is otherwise specifically classified in Parts 170-189. (Sec. 173.50)
CLASS A EXPLOSIVE	Detonating or otherwise of maximum hazard. The nine types of Class A explosives are defined in Sec. 173.53.
CLASS B EXPLOSIVE	In general, function by rapid combustion rather than detonation and include some explosive devices such as special fireworks, flash powders, etc. **Flammable hazard.** (Sec. 173.88)
CLASS C EXPLOSIVE	Certain types of manufactured articles containing Class A or Class B explosives, or both, as components but in restricted quantities, and certain types of fireworks. **Minimum hazard.** (Sec. 173.100)
BLASTING AGENTS	A material designed for blasting which has been tested in accordance with Sec. 173.114a(b) and found to be so insensitive that there is very little probability of accidental initiation to explosion or of transition from deflagration to detonation. (Sec. 173.114a(a))
COMBUSTIBLE LIQUID	Any liquid having a flash point above 100°F. and below 200°F. as determined by tests listed in Sec. 173.115(d). Exceptions to this are found in Sec. 173.115(b).
CORROSIVE MATERIAL	Any liquid or solid that causes visible destruction of human skin tissue or a liquid that has a severe corrosion rate on steel. See Sec. 173.240(a) and (b) for details.
FLAMMABLE LIQUID	Any liquid having a flash point below 100°F. as determined by tests listed in Sec. 173.115(d). Exceptions are listed in Sec. 173.115(a).
COMPRESSED GAS	**Compressed Gas** - Any material or mixture having in the container a pressure exceeding 40 psia at 70°F., or a pressure exceeding 104 psia at 130°F.; or any liquid flammable material having a vapor pressure exceeding 40 psia at 100°F. (Sec. 173.300(a))
FLAMMABLE GAS	Any compressed gas meeting the requirements for lower flammability limit, flammability limit range, flame projection, or flame propagation criteria as specified in Sec. 173.300(b).
NONFLAMMABLE GAS	Any compressed gas other than a flammable compressed gas.
FLAMMABLE SOLID	Any solid material, other than an explosive, which is liable to cause fires through friction, retained heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious transportation hazard. (Sec. 173.150)
ORGANIC PEROXIDE	An organic compound containing the bivalent -0-0 structure and which may be considered a derivative of hydrogen peroxide where one or more of the hydrogen atoms have been replaced by organic radicals must be classed as an organic peroxide unless...(See Sec. 173.151(a) for details)
OXIDIZER	A substance such as chlorate, permanganate, inorganic peroxide, or a nitrate, that yields oxygen readily to stimulate the combustion of organic matter. (See Sec. 173.151)
POISON A (Poison Gas)	**Extremely Dangerous Poisons** - Poisonous gases or liquids of such nature that a very small amount of the gas, or vapor of the liquid, mixed with air is **dangerous to life.** (Sec. 173.326)
POISON B (Poison)	**Less Dangerous Poisons** - Substances, liquids, or solids (including pastes and semi-solids), other than Class A or Irritating materials, which are known to be so toxic to man as to afford a hazard to health during transportation; or which, in the absence of adequate data on human toxicity, are presumed to **be toxic to man.** (Sec. 173.343)
IRRITATING MATERIAL	A liquid or solid substance which upon contact with fire or when exposed to air gives off dangerous or intensely irritating fumes, but **not including any poisonous material, Class A.** (Sec. 173.381)
ETIOLOGIC AGENT	An "etiologic agent" means a viable micro-organism, or its toxin which causes or may cause human disease. (Sec. 173.386) (Refer to the Department of Health, Education and Welfare Regulations, Title 42, CFR, Sec. 72.25(c) for details.)
RADIOACTIVE MATERIAL	Any material, or combination of materials, that spontaneously emits ionizing radiation, and having a specific activity greater than 0.002 microcuries per gram. (Sec. 173.389) **NOTE:** See Sec. 173.389(a) through (1) for details.
WATER REACTIVE MATERIAL (SOLID)	Means any solid substance (including sludges and pastes) which, by interaction with water, is likely to become spontaneously flammable or to give off flammable or toxic gases in dangerous quantities.

COTTERELL, MITCHELL & FIFER, INC.

June 29, 1984

Lead Industries, Inc.
Att: Jerome F. Smith
292 Madison Avenue
New York, New York 10017

Dear Mr. Smith

The enclosed policy and invoice represent the renewal of your insurance. The premium is due and payable on the effective date shown on the invoice.

It is recommended that you review the policy carefully and let us know if you desire any changes. We are in business to serve and protect your interests.

Very truly yours,

Carlos Scott

COTTERELL, MITCHELL & FIFER, INC.

Enclosures

LIA 90190

151 WILLIAM STREET, NEW YORK, NY 10038-2613 • (212) 233-8010 • (516) 227-2727 • (914) 682-1555

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
The Automobile Insurance Company of Hartford, Connecticut
Ætna Casualty & Surety Company of Illinois

ACCOUNT MASTER—A Coordinated Program of Business Insurance

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