

The Travelers Insurance Companies

Policy Jacket—
Edition January 1, 1973

The enclosed
Declarations and
Coverage Parts
(plus any endorsements)
complete your
policy.

JOHNSON & HIGGINS
INSURANCE BROKERS
EMPLOYEE BENEFIT PLAN CONSULTANTS
25 WALL ST., NEW YORK 10005 482-2000



Policy Title
Named Insured
and
Address:

Policy Period:

The Travelers Insurance Companies

Hartford, Connecticut

(Each a Stock Insurance Company)

The member of The Travelers Insurance Companies designated in the declarations as the insurer (herein called the company), in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the *named insured* as follows:

Definitions

AID 000168

NI1030

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include *mobile equipment*;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *named insured*. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the *named insured* under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the *named insured* at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The *completed operations hazard* does not include *bodily injury* or *property damage* arising out of

- (a) operations in connection with the transportation of property, unless the *bodily injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an *automobile* servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental 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) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) *elevator* maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each *insured* against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the *named insured*, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold:

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in *bodily injury* or *property damage* neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the *bodily injury* or *property damage* does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of *bodily injury* or *property damage* arising out of a product which was sold

for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes *bodily injury* and *property damage* arising out of the *named insured's products* or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *named insured* and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the policy period.

Supplementary Payments

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost

of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for *bodily injury* to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Nuclear Energy Liability Exclusion (Broad Form)

I. The policy 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 or Nuclear Insurance Association of Canada, 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, or under any Supplementary Payments provision relating to first aid, 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

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct 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 (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"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;

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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.

11. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"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.

111. This exclusion modifies the provisions of the policy relating to all Automobile Liability, General Liability and Medical Payments Insurance other than Comprehensive Personal and Farmer's Comprehensive Personal Insurance.

Conditions

1. **Premium.** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the *named insured*, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the *named insured* the unearned portion paid by the *named insured*.

The *named insured* shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit.** The company shall be permitted but not obligated to inspect the *named insured's* property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the *named insured* or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the *named insured's* books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for *bodily injury* liability or for *property damage* liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The *insured* agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

- (a) In the event of an *occurrence*, written notice containing particulars sufficient to identify the *insured* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *insured* to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the *insured*, the *insured* shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The *insured* shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of injury or damage with respect to which insurance is afforded under this policy; and the *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the *insured* to determine the *insured's* liability, nor shall the company be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured's* estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation.** In the event of any payment under this policy, the company shall be subrogated to all the *insured's* rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.

8. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the *named insured* shall die, such insurance as is afforded by this policy shall apply (1) to the *named insured's* legal representative, as the *named insured*, but only while acting within the scope of his duties as such, and (2) with respect to the property of the *named insured*, to the person having proper temporary custody thereof, as *insured*, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy.** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation.** This policy may be canceled by the *named insured* by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the *named insured* at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the *named insured* or by the company shall be equivalent to mailing.

If the *named insured* cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations.** By acceptance of this policy, the *named insured* agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

New York Special Provision—If a Comprehensive Automobile Liability Insurance, Garage Insurance or Automobile Medical Payments Insurance Coverage Part forming a part of this policy insures premises located or automobiles principally garaged in New York, the Nuclear Energy Liability Exclusion (Broad Form) does not apply to such premises or automobiles.

Puerto Rico Special Provision—It is agreed that the Action Against Company Condition applicable to any liability coverage afforded by the policy with respect to occurrences which take place in Puerto Rico is amended to read:

No action shall lie against the company unless as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

South Carolina Special Provision—If a Comprehensive General Liability, Manufacturers' and Contractors' Liability, Owners', Landlords' and Tenants' Liability, Druggists' Liability, Storekeeper's, Completed Operations and Products Liability, Contractual Liability, Premises Medical Payments or Garage Insurance Coverage Part forming a part of this policy insures premises located in South Carolina, it is agreed that with respect to such insurance that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

Texas Special Provision—With respect to such insurance as may be afforded by this policy by The Charter Oak Fire Insurance Company for premises located or automobiles principally garaged in Texas, it is agreed as follows:

Dividend Provision—Participating Companies. The named insured shall be entitled to participate in a distribution of the surplus of the company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code of 1951, as amended.

Vermont Special Provisions—

1. If this policy affords a Liability Coverage with respect to a premises located or an automobile principally garaged in Vermont, it is agreed that the policy is amended in the following particulars with respect to such Coverage:

The Policy is issued and delivered subject to the Laws of Vermont and particularly to Section 9242, Chapter 391 "The Vermont Statutes, Revision of 1947," including the following statutory requirements forming a part of such Laws:

The company shall pay and satisfy any judgment that may be recovered against the insured upon any claim covered by this Policy to the extent and within the limits of liability assumed thereby, and shall protect the insured against the levy of any execution issued upon any such judicial judgment or claim against the insured. No limitation of liability in this Policy shall be valid if, after a judgment has been rendered against the insured in respect to his legal liability for damages in a particular instance, the company continues the litigation by an appeal or otherwise, unless the insured shall stipulate with the company, agreeing to continue such litigation.

No action shall lie against the company to recover for any loss under this Policy, unless brought within one year after the amount of such loss is made certain either by judgment against the insured after final determination of the litigation or by agreement between the parties with the written consent of the company.

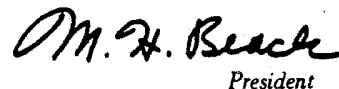
The insolvency or bankruptcy of the insured shall not release the company from the payment of damages for injury sustained or loss occasioned during the life of the Policy, and in case of such insolvency or bankruptcy an action may be maintained by the injured person or claimant against the company under the terms of the Policy for the amount of any judgment obtained against the insured not exceeding the limits of the Policy.

Payment of any judicial judgment or claim by the insured for any of the company's liability hereunder shall not bar the insured from any action or right of action against the company. In case of payment of loss or expense under this Policy, the company shall be subrogated to all rights of the insured against any party, as respects such loss or expense, to the amount of such payment, and the insured shall execute all papers required and shall cooperate with the company to secure to the company such rights.

2. If a Comprehensive General Liability, Manufacturers' and Contractors' Liability, Owners' and Contractors' Protective Liability, Owners', Landlords' and Tenants' Liability, Premises Medical Payments or Storekeeper's Coverage Part forming a part of this policy insures premises located or operations conducted in Vermont, the exclusion relating to the operation or use of any snowmobile or trailer designed for use therewith applies only if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized agent of the company.


Secretary


President

The insurer for this Policy is that member of The Travelers Insurance Companies designated by an 'X' below:

THE TRAVELERS INSURANCE COMPANIES

(Each A Stock Insurance Company)
HARTFORD • CONNECTICUT



- ☐ THE TRAVELERS INDEMNITY COMPANY
- ☐ THE CHARTER OAK FIRE INSURANCE COMPANY
- ☐ THE TRAVELERS INDEMNITY COMPANY OF AMERICA
- ☐ THE TRAVELERS INDEMNITY COMPANY OF ILLINOIS
- ☐ THE TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND

POLICY NUMBER

DECLARATIONS

COMPREHENSIVE AUTOMOBILE—GENERAL LIABILITY POLICY

Item 1. Named Insured

Address
(No., street, town, county, state, zip code)

Item 2. Policy Period:

From 7/1/75 to 12/31/75 12:01 A.M.†

Item 3.

Parts	Coverages	Limits of Liability			Advance Premium
		each person	each occurrence	aggregate	
Comprehensive General	Bodily Injury Liability	1000 M	1000 M	1000 M	\$ 100.00
	Property Damage Liability	500 M	500 M	500 M	\$ 50.00
Comprehensive Automobile	Bodily Injury Liability	1000 M	1000 M	1000 M	\$ 100.00
	Property Damage Liability	500 M	500 M	500 M	\$ 50.00
Contractual Liability	Bodily Injury Liability	1000 M	1000 M	1000 M	\$ 100.00
	Property Damage Liability	500 M	500 M	500 M	\$ 50.00
Premises Medical Payments		\$ 1000	each person		\$ 100.00
Automobile Medical Payments		\$ 1000	each person		\$ 100.00
Uninsured Motorists (Damages for Bodily Injury)		\$ 1000	M each person		\$ 100.00
		\$ 1000	M each accident		\$ 100.00
Automobile Collision		ACV Less \$	Deductible		\$ 100.00
Physical Damage	Fire, Lightning or Transportation				\$ 100.00
	Theft				\$ 100.00
	Combined Additional				\$ 100.00
Symbol numbers of Schedules, Endorsements, and additional Coverage Parts forming a part of this policy on its effective date.					\$ 100.00
Total Advance Premium					\$ 100.00

The insurance afforded is only with respect to such of the Coverage Parts as are indicated by Symbol Number and the Coverages therein as are indicated by specific premium charge. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto. In any Limits of Liability space the letter "M" means "Thousands of Dollars" and the letters "ACV" mean "Actual Cash Value".

Item 4. (a) The named insured is: individual ☐; partnership ☐; corporation ☐; joint venture ☐; other:

(b) Audit Period: Annual, unless otherwise stated: semi-annual ☐; quarterly ☐; monthly ☐

Item 5. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

General Liability Coverage Parts—The declarations are completed on an accompanying schedule designated "General Liability Hazards".

Automobile Liability Coverage Parts—The declarations are completed on an accompanying schedule designated "Automobile Liability Hazards".

†Standard time at the address of the named insured as stated herein.

AID 000172

Countersigned by

Keep this declarations page in your "Policy Jacket—Edition January 1, 1973", Form C-16216. These declarations and all Coverage Parts, Schedules and Endorsements issued to form a part hereof, together with your Policy Jacket, form your complete insurance policy.

DECLARATIONS SCHEDULE—General Liability Hazards

No. _____

Policy No. _____

The letters "MP" wherever used in this schedule shall mean "Premium for Premises Medical Coverage". In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability" and "PD" means "Property Damage Liability".

Location of all premises owned by, rented to or controlled by the *named insured* (Enter "same" if same location as address shown in Item 1. declarations):

Interest of *named insured* in such premises (Describe interest, such as "owner", "general lessee" or "tenant"):

Part occupied by *named insured*:

Comprehensive General Liability Insurance. The following discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein:

Description of Hazards	Code No.	Premium Bases*	Rates		Advance Premium	
			BI	PD	BI	PD
A—Premises—Operations B—Elevators C—Escalators D—Independent Contractors E—Completed Operations F—Products		A—Area B—Frontage C—Remuneration D—No. Insured E—No. Insured F—Cost G—Receipts H—Receipts I—Sales J—Admissions	A—Per 100 Sq. Ft. of Area B—Per Linear Foot C—Per \$100 of Remuneration D—Each or units E—Per Landing F—Per \$100 of Cost G—Per \$1000 of Receipts H—Per \$100 of Receipts I—Per \$1000 of Sales J—Per 100 Admissions			
EXCESS LIMITS	09501				E 35	42
SEE ENDORSEMENT 2000(0)					\$ 6250+	33145
					E 45105	31170
G-CRAFTSMEN	52-73207					
H-CABLE WFC-INSULATED ELECTRICAL CABLE	52-36003					
G-FIREPROOF EQUIPMENT WFC	52-15120					
AID 000173						

Minimum Premiums	{ Premises—Operations BI \$ 25 PD 12	Independent Contractors BI PD	Products BI PD
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DECLARATIONS SCHEDULE—General Liability Hazards

No. _____

Policy No. _____

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
			BI	PD	BI	PD
STATE OF LA						
THE ANACONDA COMPANY						
ORLEANS PARISH	A-52-73907	IF ANY	3.0150	.0070		
			3.0313	.0035		
ANACONDA WIRE AND CABLE CO						
ANACONDA WIRE CO						
HI BERNIA BANK BLDG						
NEW ORLEANS ORLEANS PARISH	A-52-73907	IF ANY	3.0250	.0070		
			3.0313	.0035		

AID 000174

DECLARATIONS SCHEDULE—General Liability Hazards

No. _____

Policy No. _____

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
			BI	PD	BI	PD
STATE OF NC						
THE ANACONDA COMPANY	A-52-73907	10,335	S.0040 E.0018	.0035 .0018		
THE ANACONDA WIRE CABLE CO BOX 490 GREENSBORO EDGE-CO-BE CO	A-52-73907	IF ANY	S.0040 E.0028	.0035 .0018		
	B-52-35403	683,768	S.0190 E.0133	.012 .006	12 92	2 48
	C-52-25220	10,285	S.0220 E.0154	.0162 .0083	10 7	3 2
EDEN	B-52-35403	184,298	S.0190 E.0133	.012 .006	35 25	12 7
	C-52-25220	20,340	S.0220 E.0154	.0162 .0083	4 3	3 2
ALCO ANACONDA INC 111 SOUTH WALNUT CIRCLE GREENSBORO	A-52-73907	3,589	S.0040 E.0028	.0035 .0018		
SCORES-WHOLESALE	B3-50991	759	S.200 E.070	.005 .018	20 7	12 2

DECLARATIONS SCHEDULE—General Liability Hazards

No. _____

Policy No. _____

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
			BI	PD	BI	PD
STATE OF TX						
THE ANACONDA COMPANY (ANACONDA ALUMINUM DIVISION) SUITE 125 MEADOWS BLDG EXPRESSWAY AT MILTON DALLAS 75205	A-52-73907	78,836	S. 0110 E. 0138	.0058 .0030	9 11	5 2
	C-52-25220	32,390	S. 050 E. 063	.0336 .0172	16 20	31 5
(AMARLITE DIVISION) 1211 MAJESTY DR PO BOX 35566 AIRLAWN STATION DALLAS 75229	A-52-73907	78,836	S. 0110 E. 0138	.0058 .0030	9 11	5 2
	C-52-25220	32,390	S. 050 E. 063	.0336 .0172	16 20	31 5
ANACONDA WIRE AND CABLE COMPANY ANACONDA WIRE COMPANY FIDELITY UNION LIFE BLDG DALLAS	A-52-73907	18,000	S. 0110 E. 0138	.0058 .0030		
STORES-WHOLESALE	53-50991	30,606	S. 340 E. 209	.035 .018	103 21	12 5
AID 000176						

DECLARATIONS SCHEDULE—Automobile Liability Hazards

No. 2Policy No. 8-137-137-17

In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability", "PD" means "Property Damage Liability" and "Med. Pays" means "Division 1, Medical Payments".

Comprehensive Commercial Automobile Insurance.

- (a) The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, and
 (b) the schedules contain a list of (1) all automobiles and trailers owned by the named insured at the effective date of this policy and the purposes of use thereof, and (2) all persons within the definition of Class 1 persons, at the effective date of this policy, unless otherwise stated herein.

EFF: 01-01-75

Description of Hazards				Advance Premium		
				BI	PD	Med. Pays
1. Owned Automobiles				Premium Basis—Per Automobile		
See other Declarations Schedule(s)—Automobile Liability Hazards				8000(C)		
				S 24207	16060	INCL
				E 22112	14897	
8871 (EXCEPT NC & TX)				S 1009	1026	74
				E 800	211	
NC				S 527	444	78
				E 209	91	
TX				S 2178	2585	534
				E 1251	405	
2. Hired Automobiles				Premium Basis—Cost of Hire†		
				Medical Payments—%		
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use*	Estimated Cost of Hire	Rates per \$100 Cost of Hire		
				BI	PD	
	SEE END 8000(C)					INCLUDED
	SEE SCHED 8841 (TX)					INCLUDED
3. Non-Owned Automobiles				Premium Basis—Class 1 Persons and Class 2 Employees†		
Class 1 Persons—Name of Each	Location of Headquarters of Persons Named Herein	Rates per Person				
		BI	PD	Med. Pays.		
	SEE END 8000(C)				INCLUDED	
	SEE SCHED 8841 (TX)				INCLUDED	
Class 2 Employees—Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates per Employee				
		BI	PD	Med. Pays.		
	SEE END 8000(C)				INCLUDED	
	SEE SCHED 8841 (TX)				INCLUDED	
SEE END 9950				E 131		
" " CP0923 (ED1-74)				INCL		
" " CC 384A				INCL		
" " EE 386				INCL		
" " 247				S 801		
" " 20661				INCL		
" " 23581				INCL		
" " 23700				INCL		
" " 24280				INCL		
" " 25020				INCL		

*The purposes of use of the automobile are "Pleasure and Business" unless otherwise stated. The abbreviation "C" in the "Purposes of Use" column shall mean "Commercial," the abbreviation "C-LT" shall mean "Commercial-(Local Truckman)" and the abbreviation "C-LHT" shall mean "Commercial-(Long Haul Truckman)."

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

- A. "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
- B. "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
- C. "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

1. the maximum amount payable for medical expenses shall not exceed \$2,000;
2. the maximum amount payable for work loss is
 - (a) eighty five percent of any loss of gross income and earning capacity, not to exceed the total of \$150 per week
 - (b) \$12 per day for inability to perform services for his household;
3. the maximum amount payable for funeral expenses shall not exceed \$1,000;
4. the amount payable for survivor loss is \$2,000 and is payable only to natural persons who are the eligible injured person heirs;
5. any amount payable by The Travelers under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such bodily injury
 - (a) under any workmen's compensation plan or any similar statutory plan,
 - (b) by the United States or any of its agencies because of military enlistment, duty or service, or
 - (c) under any applicable deductible (set forth in this endorsement or in the policy to which it is attached)¹.

F. Conditions

AID 000178

1. **Action Against Company** — No action shall lie against The Travelers unless as a condition precedent ~~thereto~~, there shall have been full compliance with all the terms of this coverage.
2. **Notice** — In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to The Travelers or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to The Travelers by such eligible injured person, his legal representative, or his survivors.
3. **Medical Reports — Proof of Claim** — As soon as practicable the eligible injured person or someone on his behalf shall give to The Travelers written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist The Travelers in determining the amount due and payable. The eligible injured person shall submit to physical and mental examinations by physicians selected by The Travelers when and as often as The Travelers may reasonably require.
4. **Subrogation** — In the event of any payment under this coverage, The Travelers is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
5. **Reimbursement and Trust Agreement** — In the event of any payment to any person under this coverage:
 - (a) The Travelers shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; and The Travelers shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury his agent, his insurer or a court having jurisdiction in the matter;
 - (b) such person shall hold in trust for the benefit of The Travelers all rights of recovery which he shall have against such other person or organization because of such bodily injury;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights

- (d) such person shall execute and deliver to The Travelers instruments and papers as may be appropriate to secure the rights and obligations of such person and The Travelers established by this provision.

6. **Non-Duplication of Benefits - Other Insurance** - No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

In the event that an eligible injured person who is a Named Insured, a relative, or who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

In the event that an eligible injured person, other than a Named Insured, relative, or a person who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the coverage provided under this endorsement shall be excess over such other insurance.

PART II

In consideration of the coverage afforded under Section 1 and the adjustment of applicable rates:

- (a) any amount payable under the Uninsured Motorists Insurance Endorsement shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person:
- (b) any Automobile Medical Payments coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

PART III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgement the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, The Travelers shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of The Travelers.

A. Insuring Agreements

The Travelers agrees with the Named Insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

PART I

1. Personal Injury Protection Coverage — The Travelers will pay personal injury protection benefits for:

- (a) medical expenses,
- (b) work loss,
- (c) funeral expenses, and
- (d) survivor loss

with respect to bodily injury sustained by an eligible injured person caused by an accident involving the use of a motor vehicle as a motor vehicle.

B. Exclusions

1. This coverage does not apply:

- (a) to bodily injury sustained by any person while occupying a motor vehicle which is owned by the Named Insured and which is not an insured motor vehicle;
- (b) to bodily injury sustained by the Named Insured or any relative while occupying a motor vehicle which is owned by a relative and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect;
- (c) to bodily injury sustained by any person while operating the insured motor vehicle without the express or implied consent of the Named Insured or while not in lawful possession of the insured motor vehicle;
- (d) to bodily injury sustained by any person injured while occupying or, while a pedestrian through the use of any motor vehicle, other than the insured motor vehicle, for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;
- (e) to bodily injury sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:
 - (1) causing injury to himself intentionally, or
 - (2) while committing a felony;
- (f) to bodily injury sustained by any person arising out of the use of any motor vehicle while located for use as a residence or premises;
- (g) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (h) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

C. Definitions

When used in reference to this coverage:

AID 000180

1. "Bodily Injury" means bodily injury, sickness or disease, including death resulting therefrom.

2. "Eligible Injured Person" means

- (a) the **Named Insured** or any relative who sustains **bodily injury** caused by an accident involving the use of any motor vehicle;
- (b) any other person who sustains **bodily injury** caused by an accident while
 - (1) occupying the **insured motor vehicle** with the consent of the **Named Insured**, or
 - (2) occupying any other **motor vehicle**, other than a public or livery conveyance, operated by the **Named Insured** or a relative, or
 - (3) a **pedestrian** if the accident involves the use of the **insured motor vehicle** and occurs within the State of Utah.

3. "Funeral Expenses" means funeral, burial or cremation expenses incurred.

4. "Insured Motor Vehicle" means a motor vehicle with respect to which

- (a) the **bodily injury liability** insurance of the policy applies and for which a specific premium is charged, and
- (b) the **Named Insured** is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act.

5. "Medical Expenses" means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

6. "Motor Vehicle" means any vehicle of a kind required to be registered under Title 41, Utah Code Annotated 1953 but excluding motorcycles.

7. "Named Insured" means the person or organization named in the GENERAL DECLARATIONS.

8. "Occupying" means being in or upon a **motor vehicle** as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a **motor vehicle**.

9. "Pedestrian" means any person not occupying or riding upon a **motor vehicle**.

10. "Relative" means a spouse or any other person related to the **Named Insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **Named Insured**, or who usually makes his home in the same household but temporarily lives elsewhere.

11. "Survivor Loss" means compensation on account of the death of the **eligible injured person**.

12. "Work Loss" means (a) loss of income and loss of earning capacity by the **eligible injured person** during his lifetime, from inability to work during a period commencing three days after the date of the **bodily injury** and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such **eligible injured person's** inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the **bodily injury**, this three day elimination period shall not be applicable; and (b) an allowance for services that, but for the **bodily injury**, the **eligible injured person** would have performed during his lifetime for his household commencing three days after the date of the **bodily injury** and continuing for a maximum of 365 consecutive days thereafter, provided that if such **eligible injured person's** inability to perform such services shall continue for in excess of 14 consecutive days after the date of the **bodily injury**, this three day elimination period shall not be applicable.

D. Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

E. Limits of Liability

AID 000181

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this coverage applies, The Travelers' liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one motor vehicle accident, is limited as follows:

- (h) "use or operation" of a motor vehicle includes loading or unloading of such vehicle but does not include conduct within the course of a business or repairing, servicing or otherwise maintaining motor vehicles unless the conduct occurs off the business premises.

Conditions

Action Against Company. No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with the terms of this coverage.

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person along with reasonably obtainable information regarding the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of the Company's authorized agents as soon as reasonably practicable. If an eligible injured person or his legal representative institutes a proceeding to recover damages for personal injury under Section 673(2) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or his legal representative.

Proof of Claim; Medical and Earnings Reports. As soon as reasonably practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon request by the Company the eligible injured person or someone on his behalf shall:

- (a) execute a written proof of claim under oath;
- (b) provide authorization that will enable the Company to obtain medical records; and
- (c) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by or acceptable to the Company when and as often as the Company may reasonably require.

Arbitration. In the event any person making a claim for first party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to binding arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Reimbursement and Trust Agreement. To the extent that the Company pays first party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under Section 673(2) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first party benefits. An eligible injured person shall:

- (a) hold in trust for the benefit of the Company all rights of recovery which he shall have for personal injury under Section 673(2) of the New York Insurance Law;
- (b) do whatever is proper to secure and shall do nothing to prejudice such rights; and
- (c) execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

Other Coverage. Where more than one source of first party benefits required by Article XVIII of the New York Insurance Law and Article VI or VIII of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage divided by the number of available and applicable sources of required first party benefits.

Excess Insurance Provision. If medical payments coverage or any disability coverages are afforded under this policy, such coverages shall be excess insurance over any mandatory or additional personal injury protection benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other automobile no-fault insurance policy

MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT
(New York)

Constitutionality Provision. If it is conclusively determined by a court of competent jurisdiction that the limitations upon the right to recover damages for personal injury imposed by Section 673 of the Insurance Law are invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and/or recompute the premium for the existing or amended policy. These policy and/or premium changes will be effective retroactively to the date that such limitations are deemed to be invalid or unenforceable in whole or in part.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE
UNINSURED MOTORISTS INSURANCE
GARAGE INSURANCE**

AMENDATORY ENDORSEMENT—PUERTO RICO

It is agreed that:

1. The insurance afforded under any bodily injury liability coverage of the policy does not apply with respect to any accident occurring in the Commonwealth of Puerto Rico to the extent that the person or organization responsible for such injury is exempted from legal liability with respect thereto by reason of the Puerto Rico "Automobile Accident Social Protection Act".
2. The insurance afforded under any medical payments or medical expense insurance does not apply to any amount of expense which is paid or payable to or on behalf of the injured person under the Puerto Rico "Automobile Accident Social Protection Act" or which would have been payable under such Act but for the existence of this policy.
3. Neither such liability insurance nor such medical insurance shall be deemed to provide benefits or advantages from other insurance programs or other sources within the contemplation of such Act.
4. If the policy affords protection against uninsured motorists, such insurance does not apply with respect to any accident occurring in the Commonwealth of Puerto Rico.
5. The Action Against Company Condition applicable to any liability coverage afforded by the policy with respect to accidents occurring in Puerto Rico is amended to read:

No action shall lie against the company unless as a condition precedent thereto, the insured shall have fully complied with the terms of this policy.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CP 01 51 (Ed. 1-74)

AID 000183

The Company agrees with the named insured, as follows:

Mandatory Personal Injury Protection

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle. This coverage applies only to motor vehicle accidents which occur during the policy period and within the State of New York.

First Party Benefits

First party benefits are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) amounts recovered or recoverable by an eligible injured person for any element of basic economic loss under State and Federal laws providing social security disability or workmen's compensation benefits; and
- (c) the amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that accident

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss and other expense. Basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000.

Medical Expense

Medical expense shall consist of reasonable and necessary expenses for:

- (a) medical, hospital, surgical, nursing, dental, ambulance, x-ray, prescription drug and prosthetic services;
- (b) psychiatric, physical and occupational therapy and rehabilitation;
- (c) any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York, and
- (d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury.

Work Loss

Work loss shall consist of the sum of the following losses and expenses up to \$1,000 per month for a period of three years from the date of the accident:

- (a) loss of earnings from work which the eligible injured person would have performed had such person not been injured and
- (b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

AID 000184

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$20 per day for a period of one year from the date of the accident causing injury.

Eligible Injured Person

An eligible injured person is:

- (a) any person who sustains a personal injury arising out of the use or operation of the insured motor vehicle while not occupying another motor vehicle; or
- (b) the named insured or any relative who sustains a personal injury arising out of the use or operation of an uninsured motor vehicle while not occupying another motor vehicle with respect to which the requirements of Article VI or VIII of the New York Vehicle and Traffic Law have been satisfied, provided that:
 - (i) in the case of a named insured, the uninsured motor vehicle is not owned by the named insured; and
 - (ii) in the case of a relative, the uninsured motor vehicle is not owned by the named insured or such relative.

Exclusions

This coverage does not apply:

- (a) to a personal injury sustained by any person who intentionally causes his own personal injury;
- (b) to a personal injury sustained by any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law);
- (c) to a personal injury sustained by any person while:
 - (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) operating a motor vehicle in a race or speed test; or
 - (iii) operating or occupying a motor vehicle known to him to be stolen.

Other Definitions

When used in reference to this coverage:

- (a) "the insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;
- (b) "motor vehicle" means a motor vehicle as defined in Section 311 of the New York Vehicle and Traffic Law, except that it shall include fire and police vehicles, and it shall not include a motorcycle (as such term is defined in Section 123 of the New York Vehicle and Traffic Law);
- (c) "named insured" means the person or organization named in Item 2. of the GENERAL DECLARATIONS;
- (d) "occupying" means in or upon or entering into or alighting from;
- (e) "personal injury" means bodily injury, sickness or disease;
- (f) "relative" means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who regularly resides in his household, including any such person who regularly resides in the household but is temporary living elsewhere;
- (g) "uninsured motor vehicle" means a motor vehicle, the owner of which is (a) a financially irresponsible motorist (as defined in Section 601(j) of the New York Insurance Law); or (b) unknown and whose identity is unascertainable;

AID 000185

DECLARATIONS SCHEDULE—Automobile

(See reverse side for explanation of certain entries or absence thereof)

Policy No. 12-NSL-231693-3-75
Schedule No. 12

Special Code: 07/NC/WC

VEH. NO.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR-MAKE-BODY TYPE IDENTIFICATION NO. RATE CLASS	USE	AGE GRP.	COST NEW-COM'L OR SYM-PRIV PAS.	PHYSICAL DAMAGE DEDUCTIBLES			PHYS. DAMAGE RATE OTHER THAN COLL.	LIMIT OF LIABILITY **
							Comp.	Collision	Theft		
26	HARTNEY PR	01	73 BUICK 4H29H3H03401								
27		01	70 MERC 0F91H540060 (3-NA)								
28		01	73 CHEVR 170 C50H3846113 (CL-6)	C							
29		01	73 FORD TRK F3A47H278164F (CL-6)	C							
..1		01	73 INTER TRK 035414103 (4CB)	C(50)							

*Indicate County-Town code when applicable. **Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

VEH. NO.	PREMIUM			PREMIUM		
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PIP	
26	S 78 E 61	100 23	7	1		
27	S 78 E 61	100 23	7	1		
28	S 56 E 60	70 12				
29	S 56 E 60	70 12				
30	S 160 E 172	150 41				
TOTALS	S 3715 E 2260	3355 707	666	131	801	

VEH. No. Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

21 PD C/AL 11/16/75
REDUCTION 1000 1000

AID 000186

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

The USE of the automobile is "Pleasure and Business" unless otherwise stated.

The abbreviation "C-LT" shall mean "Commercial—(Local Truckman)".

The abbreviation "C-IT" shall mean "Commercial—(Intermediate Truckman)".

The abbreviation "C-LHT" shall mean "Commercial—(Long-Haul Truckman)".

The abbreviation "C" shall mean "Commercial".

The abbreviation "ACV" in the "Limit of Liability" space shall mean "Actual Cash Value".

The abbreviation "CAC" shall mean "Premium for Combined Additional Coverage".

The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

The abbreviation "TOW" shall mean "Premium for Towing and Labor Costs Coverage".

The abbreviation "W" shall mean "Premium for Windstorm, Hail, Earthquake or Explosion Coverage".

The abbreviation "EPIP" shall mean "Premium for Excess Personal Injury Protection Coverage".

The abbreviation "BDP" shall mean "Premium for Basic Damage to Property Coverage".

The abbreviation "RR" shall mean "Premium for Rental Reimbursement Coverage".

The abbreviation "BPP" shall mean "Premium for Basic Property Protection Coverage".

The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

AID 000187

DECLARATIONS SCHEDULE—Automobile

(See reverse side for explanation of certain entries or absence thereof)

Special Code: 117/11/11

Policy No. 117-11-117117
Schedule No. 11

VEH. NO.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION NO. RATE CLASS	Use	Age Grp.	COST NEW—COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES				PHYS. R. OTHER T
							COMP.	COLLISION	THEFT		
21	HOUSTON TX	01	70 FORD 0054H110547			2350					
22		01	70 FORD 0054H110547			2300					
23		01	70 FORD 000056H105201			3300					
24	BATON ROUGE LA	01	72 INTER VRL 4436379113100								
25		01	70 FORD 07000F33535								

*Indicate County-Town code when applicable.

**Applicable to Comprehensive, Fire, Theft, Windstorm, Comb

VEH. NO.	PREMIUM					PREMIUM				
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMTS	UNINSURED MOTORISTS	PIP	COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAG
21	S 190 E 97	155 27	50	5	55					
22	S 190 E 97	155 27	50	5	55					
23	S 190 E 97	155 27	50	5	55					
24	S 190 E 1/2	155 27	50	5	55					
25	S 190 E 1/2	155 27	50	5	55					
TOTALS										

VEH. NO. Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number)

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

The USE of the automobile is "Pleasure and Business" unless otherwise stated.

The abbreviation "C-LT" shall mean "Commercial—(Local Truckman)".

The abbreviation "C-IT" shall mean "Commercial—(Intermediate Truckman)".

The abbreviation "C-LHT" shall mean "Commercial—(Long-Haul Truckman)".

The abbreviation "C" shall mean "Commercial".

The abbreviation "ACV" in the "Limit of Liability" space shall mean "Actual Cash Value".

The abbreviation "CAC" shall mean "Premium for Combined Additional Coverage".

The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

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The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile

(See reverse side for explanation of certain entries or absence thereof)

Policy No. 12,100,000
Schedule No. 10

Special Code: 67/N/M

VEH. No.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERM.	VEHICLE DESCRIPTION YEAR-MAKE-BODY-TO IDENTIFICATION NO. RATE CLASS	USE	AGE OR GRP.	COST NEW-COM. OR STAMPED PASS.	PHYSICAL DAMAGE DEDUCTIBLES COLLISION	THEFT	PHYS. DAMAGE RATE OTHER THAN COLL.	LIMIT OF LIABILITY**
16	WALLA WA	02	70 CHEVR 164390R100674 (3-NA)			3265				
17		02	70 CHEVR 164390S100000 (3-NA)			3265				
18		02	70 CHEVR 164390C161300 (3-NA)			3250				
19		02	69 CHEVR 164398R049550 (3-NA)			3105				
20		02	71 FORD 001656H190530 (3-NA)			3593				

* Indicate County-Town code when applicable.

** Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

VEH. No.	BOILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PREMIUM PIP	COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAC
16	S 134 E 80	159 27	35	5	53					
17	S 134 E 80	159 27	35	5	53					
18	S 134 E 80	159 27	35	5	53					
19	S 134 E 80	159 27	35	5	53					
20	S 134 E 80	159 27	35	5	53					
TOTALS										

Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

AID 000189

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

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The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile

(See reverse side for explanation of certain entries or absence thereof)

Special Code: 07/NC/NC

Policy No. 70-021-1234-77
Schedule No. 8

VEH. NO.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION NO. RATE CLASS	USE	AGE GRP.	COST NEW-COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES				PHYS. R. OTHER T.
							COMP.	COLLISION	THEFT		
11	000,000, 02	02	70 CHEV 1645905100000 (3-NA)			3212					
12		02	70 CHEV 1645905100000 (3-NA)			3212					
13		02	71 CHEV 1643910100000 (3-NA)			3119					
14		02	71 PLYM PHLGLF150029 (3-NA)			3570					
15		02	69 FORD 9055F126979 (3-NA)			3218					

*Indicate County-Town code when applicable.

**Applicable to: Comprehensive, Fire, Theft, Windstorm, Comb

VEH. NO.	PREMIUM					PREMIUM				
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PIP	COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAG
11	S 134 E 80	159 27	35	5	53					
12	S 134 E 80	159 27	35	5	53					
13	S 134 E 80	159 27	35	5	53					
14	S 134 E 80	159 27	35	5	53					
15	S 134 E 80	159 27	35	5	53					
TOTALS										

VEH. NO. Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number)

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

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DECLARATIONS SCHEDULE—Automobile

(See reverse side for explanation of certain entries or absence thereof)

Special Code: 07/NC/NC

Policy No. TR-NSL-123T693-3-
Schedule No. 8

VEH. No.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION No. RATE CLASS	USE	AGE GRP.	COST NEW-COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES				PHYS. D. RATE OTHER THAN
							COMP.	COLLISION	THEFT		
6	GREENSBORO GUILFORD NC (0133)	14	68 INTER VAN TE638P101608 (4CA+25)	C		2400					
7		14	71 FORD S/W (3-NA)			4600					
8	RALEIGH WAKE CO NC (0277)	16	70 CHEVR 164390U155081 (3-NA)			3191					
9	CARROLLTON TX	02	71 FORD 001U56H115491 (3-NA)			3565					
10		02	70 CHEVR 164390R109509 (3-NA)			3242					

*Indicate County-Town code when applicable.

**Applicable to Comprehensive, Fire, Theft, Windstorm, Combin

VEH. No.	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMTS	UNINSURED MOTORISTS	PREMIUM				PREMIUM				
					PIP				COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAC
6	S 107 E 47	120 25		2									
7	S 70 E 27	54 11	13	2									
8	S 70 E 27	54 11	13	2									
9	S 134 E 80	159 27	35	5	53								
10	S 134 E 80	159 27	35	5	53								
TOTALS													

Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number as)

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

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The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile

(See reverse side for explanation of certain entries or absence thereof)

Special Code: 07/NC/NC

Policy No. TR-MSL-123456789
Schedule No. 7

VEH. No.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION No. RATE CLASS	USE	AGE GRP.	COST NEW-COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES				PHYS. DA RATE OTHER THAN
							COMP.	COLLISION	THEFT		
1	NETAURIC JEFFERSON PH LA (03961)	01	70 CHEV 160390115000 (3-NA)			3824					
2	CHARLOTTE HENRIEN- BURG CO NC (09931)	12	71 RAMBL A1AB57R15000 (3-NA)			3688					
3		12	71 PLAT PHE381515000 (3-NA)			3560					
4		12	70 FORD DR36H15000 (3-NA)			3406					
5		12	70 FORD 1650H156651 (3-NA)			3297					

*Indicate County-Town code when applicable.

**Applicable to Comprehensive, Fire, Theft, Windstorm, Combin

VEH. No.	PREMIUM					PREMIUM				
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMTS	UNINSURED MOTORISTS		COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAG
1	S 312 E 97	100 20	60	25						
2	S 30 E 27	50 11	15	2						
3	S 70 E 27	40 11	13	2						
4	S 70 E 27	40 11	12	2						
5	S 70 E 27	40 11	13	2						
TOTALS										

VEH. No. Name and Address of Mortgagee: (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number as

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

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DECLARATIONS SCHEDULE—Automobile Liability Hazards

No. 6Policy No. PA-15-105 1981

In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability", "PD" means "Property Damage Liability" and "Med. Pays." means "Division 1. Medical Payments".

Comprehensive Commercial Automobile Insurance.

- (a) The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, and
 (b) the schedules contain a list of (1) all automobiles and trailers owned by the named insured at the effective date of this policy and the purpose of use thereof, and (2) all persons within the definition of Class 1 persons, at the effective date of this policy, unless otherwise stated herein.

Description of Hazards					Advance Premium		
					BI	PD	Med. Pays
1. Owned Automobiles					Premium Basis—Per Automobile		
See other Declarations Schedule(s)—Automobile Liability Hazards					3871	(TX)	
					\$ 2173	2385	50
					E 1251	405	
2. Hired Automobiles					Premium Basis—Cost of Hire		
					Medical Payments—%		
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use*	Estimated Cost of Hire	Rates per \$100 Cost of Hire			
				BI	PD		
P&B	HOUSTON TX		IF	\$3.703	3.174	INCLUDED	
			E 1.127	.550			
			ANY	\$13.754	6.017		
			E 4.186	.962			
C-CL-4		C					
3. Non-Owned Automobiles					Premium Basis—Class 1 Persons and Class 2 Employees†		
Class 1 Persons—Name of Each		Location of Headquarters of Persons Named Herein		Rates per Person			
				BI	PD	Med. Pays.	
IF ANY		HOUSTON TX		\$11.109	5.290	INCLUDED	
				E 3.381	.916		
Class 2 Employees—Estimated Average Number		Location of Headquarters of Class 2 Employees		Rates per Employee			
				BI	PD		
IF ANY		HOUSTON TX		\$.476	.345	INCLUDED	
				E .265	.046		
					UM	E 75	
					SEE END 241	\$ 801	
					AID 000193		

*The purposes of use of the automobile are "Pleasure and Business" unless otherwise stated. The abbreviation "C" in the "Purposes of Use" column shall mean "Commercial," the abbreviation "C-LT" shall mean "Commercial-(Local Truckman)" and the abbreviation "C-LHT" shall mean "Commercial-(Long Haul Truckman)."

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

- A. "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
- B. "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
- C. "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.



CP 04 64
(Ed. 1-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

UNINSURED MOTORISTS INSURANCE

UNINSURED MOTORISTS INSURANCE AMENDMENT

It is agreed that the insured shall not be required to arbitrate disputed claims under Uninsured Motorists Insurance.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CP 04 64 (Ed. 1-74)



CP 04 86
(Ed. 12-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

UNINSURED MOTORISTS INSURANCE

LOUISIANA AMENDMENT

AID 000194

It is agreed that:

1. (a) The definition of "uninsured highway vehicle" shall also include a highway vehicle for which the owner or operator has a bodily injury liability bond or insurance policy applicable at the time of the accident but the limits of such bond or policy are insufficient to pay the full amount the insured is legally entitled to recover for damages because of bodily injury caused by the accident;
- (b) in the event the owner or operator has such a bodily injury liability bond or insurance policy applicable to the accident, this insurance shall apply as excess insurance over such liability bond or insurance policy, up to the amount the insured is legally entitled to recover for damages because of bodily injury caused by the accident subject to the limits specified for this insurance.
2. (a) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this insurance shall not be reduced by any sums paid on account of such bodily injury by or on behalf of
 - (i) the owner or operator of the uninsured highway vehicle and
 - (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under liability coverage;
- (b) that part of the "Limits of Liability" provision pertaining to such a reduction is amended accordingly.
3. The company shall not be obligated to make any payment because of bodily injury to which this insurance applies and which arises out of the ownership, maintenance or use of an uninsured highway vehicle until after the limits of liability under all bodily injury liability bonds or insurance policies applicable at the time of the accident have been exhausted by payment of judgments or settlements.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CP 04 86 (Ed. 12-74)



CP 04 60
(Ed. 1-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

UNINSURED MOTORISTS INSURANCE

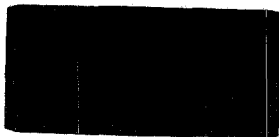
OREGON AMENDMENT

It is agreed that:

- (1) Subject to provisions (a) and (b) thereof, the definition of "hit-and-run vehicle" is amended to include a highway vehicle or motor vehicle which without physical contact with the insured or with a vehicle which the insured is occupying at the time of the accident causes bodily injury to an insured arising out of a highway vehicle or motor vehicle accident, provided the facts of such accident can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such accident.
- (2) Paragraph (d) of the Limits of Liability provision does not apply unless the named insured has employees who operate motor buses, motor trucks or taxicabs as defined in O.R.S. 481.030, 481.035 and 481.050 and such employees are covered for workmen's compensation.
- (3) The Arbitration condition is amended by the addition of the following two sentences:
The company shall reimburse the insured for any costs of arbitration to the insured in excess of \$100. Costs shall not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts of the arbitration proceedings.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CP 04 60 (Ed. 1-74)



AID 000195



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

UNINSURED MOTORISTS INSURANCE

CALIFORNIA AMENDMENT

It is agreed that:

1. Exclusion (c) is amended to read as follows:

so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation, disability benefits law or any similar law or directly to the benefit of the United States or any state or political subdivision thereof.

2. Subsections (b), (c) and (d) of the provision entitled "Limits of Liability" are replaced by the following:

(b) Any loss payable under the terms of this insurance to or for any person shall be reduced by:

- (1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;
- (2) the amount the insured is entitled to recover from any other person insured under the bodily injury liability coverage of the policy; and
- (3) all sums paid by or on behalf of the owner or operator of the uninsured highway vehicle and any other person or organization jointly or severally liable together with such owner or operator for bodily injury to an insured.

(c) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the Automobile Medical Payments Coverage of the policy.

3. Paragraph (a) of the definition of "uninsured highway vehicle" is amended to read as follows:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent; or

4. The Condition entitled "Other Insurance" is replaced by the following:

Other Insurance

With respect to bodily injury to any insured occupying a highway vehicle (other than a highway vehicle which is owned by the named insured) to which the bodily injury liability coverage of the policy applies, the insurance hereunder shall not apply if the owner of such vehicle has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the insured has other similar insurance available to him, any damages including damages for care and loss of services because of bodily injury shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages including damages for care and loss of services because of bodily injury shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.

5. The Condition entitled "Arbitration" is amended to read as follows:

Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by a single neutral arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrator pursuant to this insurance.

6. The Condition entitled "Action Against Company" is amended to read as follows:

Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of his policy nor unless within one year from the date of the accident:

- (a) suit for bodily injury has been filed against the uninsured motorists in a court of competent jurisdiction, or
- (b) agreement as to the amount due under this insurance has been concluded, or
- (c) the insured or his legal representative has formally instituted arbitration proceedings.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



CANCELLATION CONDITION AMENDMENT—GEORGIA

CP 02 84
(Ed. 8-74)

It is agreed that the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the named insured and to any lienholder shown in the policy, at the last address of record, written notice stating when not less than thirty days thereafter such cancellation shall be effective; provided that, this policy may be cancelled by the company by mailing to the named insured and to any lienholder shown in the policy, at the last address of record, written notice stating:

1. when not less than fifteen days thereafter such cancellation shall be effective, if the policy insures a commercial or industrial concern, or
2. when not less than ten days thereafter such cancellation shall be effective, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit, or
3. when not less than ten days thereafter such cancellation shall be effective, if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro-rata. Premium adjustments shall be made within fifteen days of notice of cancellation, unless an audit or rate investigation is required in which case premium adjustment shall be made as soon as practicable; however, payment or tender of unearned premium is not a condition of cancellation.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CP 02 84 (Ed. 8-74)

AID 000197

TERMINATION PROVISIONS AMENDMENT—MICHIGAN

It is agreed that, with respect only to such insurance as is afforded by the policy for **bodily injury liability or property damage liability** arising out of the ownership, maintenance or use of automobiles classified as private passenger automobiles:

- A. The second sentence in the first paragraph of the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the company by mailing to the insured named in Item 1 of the declarations at his address last known to the company or its authorized agent, by certified mail, return receipt requested, written notice stating when not less than twenty days thereafter such cancellation shall be effective; except that this policy may be cancelled by the company by mailing to the insured named in Item 1 of the declarations at his address last known to the company or its authorized agent, by first class mail, written notice stating:

1. when not less than ten days thereafter such cancellation shall be effective, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy, or any installment thereof, whether payable directly to the company or his agent indirectly under any premium finance plan; or
2. when not less than twenty days thereafter such cancellation shall be effective, if this policy has been in effect less than fifty-five days at the time notice of cancellation is mailed and this is not a renewal policy.

- B. The following Condition is added or, if the policy contains a Condition so entitled, such Condition is replaced by the following:

Cancellation by Company Limited

After this policy has been in effect for fifty-five days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless:

1. during the fifty-five days following the date of original issue thereof the risk is unacceptable to the company; or
2. the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy, or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan; or

3. the named insured or any other operator, either resident of the same household or who customarily operates an automobile insured under this policy has had his operator's license suspended during the policy period and the revocation or suspension has become final.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date; provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company for other causes effective on the expiration of any such annual period by mailing to the insured named in Item 1 of the declarations at his address last known to the company or its authorized agent, by first class mail, written notice of such termination not less than twenty days prior to the expiration of such annual period. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the company shall be equivalent to mailing.

- C. The following Condition is added:

Renewal

If the company elects not to renew this policy, it shall mail to the insured named in Item 1 of the declarations, at his address last known to the company or its authorized agent, by first class mail, written notice of such nonrenewal not less than twenty days prior to the expiration date; provided that, notwithstanding the failure of the company to comply with the foregoing provisions of this paragraph, this policy shall terminate on such expiration date, if

- (a) the named insured fails to pay the premium as required by the company for renewal or continuance of this policy, or
- (b) the named insured has failed to discharge when due any of his obligations in connection with the payment of premium for this policy, or any installment thereof, whether payable directly to the company or its agent indirectly under any premium finance plan.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the company shall be equivalent to mailing.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

MARYLAND PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the **named insured**, subject to the provisions of this endorsement, and all provisions of the policy except where modified herein:

SECTION I

Coverage QQ— PERSONAL INJURY PROTECTION

The Company will pay the following benefits for loss and expense incurred because of **bodily injury** caused by accident and involving a **motor vehicle**:

- (a) **medical expense** benefits to or on behalf of each injured person;
- (b) **income continuation** benefits to or on behalf of each injured person who at the time of the accident was an **income producer**;
- (c) **essential services** benefits to or on behalf of each injured person who at the time of the accident was not an **income producer**.

Exclusions

This insurance does not apply:

- (a) to **bodily injury** sustained by any person
 - (1) who intentionally causes the **motor vehicle** accident; or
 - (2) while operating or voluntarily riding in a **motor vehicle** known by him to be stolen; or
 - (3) while in the commission of a felony or fleeing or attempting to elude a police officer; or
 - (4) arising out of the ownership, maintenance, or use of a motorcycle or motorbike, by such person;
- (b) to **bodily injury** sustained by any person while occupying a **motor vehicle** which is located for use as a residence or premises;
- (c) to **bodily injury** sustained by the **named insured** or any relative while occupying, or while a pedestrian through being struck by any **motor vehicle** owned by the **named insured** or furnished or available for the **named insured's** regular use and which is not an insured **motor vehicle**;
- (d) to **bodily injury** sustained by any relative while occupying, or while a pedestrian through being struck by any **motor vehicle** owned by such relative or furnished or available for the relative's regular use;
- (e) to **bodily injury** sustained by any pedestrian, other than the **named insured** or a relative, if the **motor vehicle** accident occurs outside of Maryland;
- (f) with respect to **income continuation** benefits and **essential services** benefits, to **bodily injury** sustained by any person, other than the **named insured** or a relative, if the **motor vehicle** accident occurs outside of Maryland;
- (g) to **bodily injury** sustained by any person while occupying, or while a pedestrian through being struck by any **motor vehicle**, other than an insured **motor vehicle**, for which the coverage required under Section 539, of Article 48A of the Annotated Code of Maryland is in effect;
- (h) to **bodily injury** due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing;
- (i) to **bodily injury** resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear material.

Definitions

When used in reference to this insurance;

"**bodily injury**" means **bodily injury**, sickness or disease, including death resulting therefrom;

AID 000199

(Continued on Page 2)

"essential services benefits" means reimbursement for necessary and reasonable payments made to others, not members of the injured person's household, incurred within three years from the date of the accident for essential services ordinarily performed by the injured person, for care and maintenance of his family or family household;

"funeral services" means funeral, burial, or cremation services;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from businesses or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services;

"income continuation benefits" means payment for loss of income incurred within three years from the date of the accident,

"income producer" means a person who at the time of the accident was in an occupational status where he was earning or producing income;

"injured person" means

- (a) the named insured or any relative who sustains bodily injury in any motor vehicle accident;
- (b) any other person who sustains bodily injury (1) while occupying the insured motor vehicle as a guest or passenger, or (2) while using the insured motor vehicle with the express or implied consent of the named insured, or (3) while a pedestrian through being struck by the insured motor vehicle;

"insured motor vehicle" means a motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"medical expense benefits" means payment for all reasonable expenses arising from the accident and incurred within three years from the date of the accident for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, and professional nursing services and funeral services;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations and if an individual, includes his spouse if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption who is a resident of the same household, and includes the named insured's unmarried and unemancipated children, while away from his household attending school or while in military service.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal injury protection benefits is limited as follows:

1. The total aggregate amount payable by the Company to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident shall not exceed \$2500.00 for medical expense benefits, income continuation benefits and essential services benefits.
2. Benefits payable by the Company under the terms of this insurance to or on behalf of an injured person shall be reduced
 - (a) to the extent that benefits therefor are paid, payable or required to be provided to or on behalf of the injured person under any workmen's compensation law of any state or the Federal Government;
 - (b) by any amount received by or on behalf of such injured person from a person or organization who is liable in tort therefor or from such person's or organization's agent or insurer, to the extent that such amount would produce a duplication of payment or reimbursement for the same items of loss and expense for which benefits are available under this insurance.

No person may recover benefits as prescribed by law and afforded under this insurance from more than one motor vehicle liability insurance policy on either a duplicative or supplemental basis.

AID 000200

Policy Period: Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

CONDITIONS

This insurance is subject to the following additional conditions:

1. **Notice.** In the event of an accident, written notice containing details sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable.
2. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
3. **Medical Reports; Proof of Claim.** As soon as practicable, within a period not to exceed 6 months after the date of the accident, the injured person, or someone on his behalf, shall submit to the Company written proof of claim including full particulars of the nature and extent of the injuries and treatment received and contemplated and such other information as may assist the Company in determining the amount due and payable. If benefits for loss of wages or salary (or in the case of the self employed, their equivalent) are claimed, the person presenting such claim shall authorize the Company to obtain details of all wage or salary payments or their equivalent; paid to him by any employer or earned by him since the time of the bodily injury or during the year immediately preceding the date of the accident. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require, and he or in the event of his death or incapacity, his legal representative shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an injured person who has received benefits under this insurance and such person subsequently claims a recurrence of the bodily injury for which the original claim was made, such injured person or someone on his behalf shall be required to submit to the Company reasonable medical proof of such recurrence.

4. **Prompt Payment of Claims.** Payments of personal injury protection benefits shall be made promptly and within thirty days after satisfactory proof of claim has been submitted to the Company.
5. **Other Insurance.** With respect to the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by a motor vehicle not insured as required under Article 48A, Section 539 and 541 of the Maryland Code:
 - (1) If there is no other available personal injury protection coverage with respect to such bodily injury, the benefits payable for such coverage under this policy with respect to such bodily injury shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle, or
 - (2) if there is other personal injury protection coverage available with respect to such bodily injury, the aggregate maximum amount payable under this and all other policies as personal injury protection benefits shall not exceed the highest applicable limit of liability for such coverage under any one of such policies, provided that such aggregate maximum amount shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle. The company shall not be liable under this policy for a greater proportion of such benefits than the applicable limit of liability stated in this policy bears to the sum of the applicable limits of liability for such coverage under this policy and such other policies.

SECTION II

It is further agreed that:

- (a) any amount payable as damages for economic loss under the Protection Against Uninsured Motorist Insurance shall be reduced by the amount of any basic personal injury protection coverage paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person, and

AID 000201

(Continued on Page 4)

- (b) any Automobile Medical Payments Insurance afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person.

THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY OF ILLINOIS
THE TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND
THE TRAVELERS INDEMNITY COMPANY OF AMERICA


Secretary

AID 000202

UNINSURED MOTORISTS INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Forming part of Policy No. _____

Designated Insured

Description of Insured Highway Vehicles (Check appropriate box)

- ☒ Any automobile owned by the named insured
- ☐ Any private passenger automobile owned by the named insured
- ☐ Any highway vehicle to which are attached dealer's license plates issued to the named insured
- ☐ Any highway vehicle for which a premium designated by the letters "UM" is included in the declarations of the policy and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor
- ☐ Any mobile equipment owned or leased by and registered in the name of the named insured
- ☐

Protection Against UNINSURED MOTORISTS INSURANCE

I. Coverage U—Uninsured Motorist (Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

- (a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. Persons Insured

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and

- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. Limits of Liability

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this policy applies,

- (a) The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.

- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

- (1) all sums paid on account of such bodily injury by or on behalf of
 - (i) the owner or operator of the uninsured highway vehicle and
 - (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the bodily injury liability coverage of the policy, and

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability coverage of the policy.

- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

(Continued on Page 2)

IV. Policy Period; Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. Additional Definitions

When used in reference to this insurance (including endorsements forming a part of the policy):

"**designated insured**" means an individual named in the schedule under *Designated Insured*;

"**highway vehicle**" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"**hit-and-run vehicle**" means a *highway vehicle* which causes *bodily injury* to an *insured* arising out of physical contact of such vehicle with the *insured* or with a vehicle which the *insured* is occupying at the time of the accident, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such *highway vehicle*;
- (b) the *insured* or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the *insured* or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the *insured* or his legal representative makes available for inspection the vehicle which the *insured* was occupying at the time of the accident;

"**insured highway vehicle**" means a *highway vehicle*:

- (a) described in the schedule as an *insured highway vehicle* to which the *bodily injury* liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an *insured highway vehicle* as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the *named* or *designated insured* or by the spouse of either if a resident of the same household;

but the term "*insured highway vehicle*" shall not include:

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the *named insured*, any *designated insured* or any resident of the same household as the *named* or *designated insured*; or
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the *named insured* or any resident of the same household;

"**occupying**" means in or upon or entering into or alighting from;

"**state**" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"**uninsured highway vehicle**" means:

- (a) a *highway vehicle* with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the *state* in which the *insured highway vehicle* is principally garaged, no *bodily injury* liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a *bodily injury* liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or
- (b) a *hit-and-run vehicle*;

but the term "*uninsured highway vehicle*" shall not include:

- (i) an *insured highway vehicle*,
- (ii) a *highway vehicle* which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- (iii) a *highway vehicle* which is owned by the United States of America, Canada, a *state*, a political sub-division of any such government or an agency of any of the foregoing.

VI. Additional Conditions

A. Premium.

If during the policy period the number of *insured highway vehicles* owned by the *named insured* or spouse or the number of dealer's license plates issued to the *named insured* changes, the *named insured* shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the *named insured* shall pay the excess to the company; if less, the company shall return to the *named insured* the unearned portion paid by such *insured*.

B. Proof of Claim; Medical Reports.

As soon as practicable, the *insured* or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The *insured* and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the *insured* to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the *bodily injury*; and in any action against the company, the company may require the *insured* to join such person or organization as a party defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the *insured* or his legal representative shall institute any legal action for *bodily injury* against any person or organization legally responsible for the use of a *highway vehicle* involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the *insured* or his legal representative.

E. Other Insurance.

With respect to *bodily injury* to an *insured* while occupying a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

(Continued on Page 3)

AID 000204

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EFFECTIVE: 01-01-76

DECLARATIONS SCHEDULE—General Liability Hazards

No. 1

Policy No. 2-43-12, 700

The letters "MP" wherever used in this schedule shall mean "Premium for Premises Medical Coverage". In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability" and "PD" means "Property Damage Liability".

Location of all premises owned by, rented to or controlled by the *named insured* (Enter "same" if same location as address shown in Item 1. declarations):

Interest of *named insured* in such premises (Describe interest, such as "owner", "general lessee" or "tenant"):

Part occupied by *named insured*:

Comprehensive General Liability Insurance. The following discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein:

Description of Hazards	L.O.B.-Code No.	Premium Bases*	Rates		Advance Premium	
			BI	PD	BI	PD
Premises—Operations	52— 53—	A—Area B—Frontage C—Remuneration D—No. Insured E—No. Insured F—Cost G—Receipts H—Receipts I—Sales J—Admissions	A—Per 100 Sq. Ft. of Area B—Per Linear Foot C—Per \$100 of Remuneration D—Each or units E—Per Landing F—Per \$100 of Cost G—Per \$1000 of Receipts H—Per \$100 of Receipts I—Per \$1000 of Sales J—Per 100 Admissions			
Independent Contractors	51—					
Products—Completed Operations	55—					
ALL RIS LIMITS	*99901					
REIMBURSEMENT 8000(C)						
REIMBURSEMENT 25131	52-71000					
REIMBURSEMENT	52-73907					
CABLE MFG-INSULATED						
ELECTRICAL CABLE	52-36403					
ROOF EQUIPMENT MFG	52-25220					

AID 000205

Minimum Premiums	Premises—Operations BI \$ 25 3LPD \$ 14 3	Independent Contractors BI PD	Products BI PD
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C-14101 Rev. 1-75 PRINTED IN U.S.A. (Use with Cov. Parts L1, 9, 10, 11, 13, 14, 25)

*See over for Description of Premium Bases

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

1. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
2. **"cost"** means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. **"sales"** means the gross amount of money charged by the named insured, by concessionaires of the named insured, or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured, concessionaires of the named insured and others trading under his name collect as a separate item and remit directly to a governmental division.
The sales of tenants shall not be included. Any concessionaire who operates under his own trade name and whose premises are physically separated from the lessor's premises shall be considered a tenant.
5. **"admissions"** means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.

AID 000206

EFFECTIVE: 01-01-76

DECLARATIONS SCHEDULE—General Liability Hazards

№ 2

Policy No. 2000-1000

Description of Hazards	Code No.	Premium Bases	Rates		Advance	Premium
			BI	PD	BI	PD
STATE OF LA		C-	C-			
THE ANACONDA COMPANY						
ORLEANS PARISH	52-73907	IF ANY	S.0250	.0024		
			E.0313	.0089		
ANACONDA WIRE AND CABLE CO						
ANACONDA WIRE CO						
WESTERN BANK BLDG						
NEW ORLEANS ORLEANS PARISH	52-73907	IF ANY	S.0250	.0024		
			E.0313	.0089		

AID 000207

3-25-76 CRP/K/DP

REF ID: A66501 01-01-70

DECLARATIONS SCHEDULE—General Liability Hazards

No. 2

Policy No. 2000-2000

Description of Hazards	Code No.	Premium Bases	Rates BI PD	Advance Premium BI PD
STATE OF NC		C-	C-	
THE ANACONDA COMPANY	52-73907	10,336	S.0040 .0035 E.0028 .0018	
THE ANACONDA WIRE CABLE CO				
PO BOX 490				
EDGECOMBE CO	52-73907	IF ANY	S.0040 .0035 E.0028 .0018	
	52-36403	689,768	S.0190 .012 E.0133 .006	131 92
	52-25220	46,285	S.0220 .0162 E.0154 .0083	10 7
	52-36403	184,298	S.0190 .012 E.0133 .006	35 25
	52-25220	20,340	S.0220 .0162 E.0154 .0083	4 3
THE ANACONDA INC				
111 SOUTH WALNUT CIRCLE				
GREENSBORO	52-73907	3,589	S.0040 .0035 E.0028 .0018	
TOWERS-WHOLESALE	53* 50991	A- 759	A- S.200 .035 E.070 .018	MINIMUM 20 7

AID 000208

3-25-76 CRP/YK/DP

EFFECTIVE 01-01-76

DECLARATIONS SCHEDULE—General Liability Hazards

No. _____

Policy No. _____

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
			BI	PD	BI	PD
NAME OF EX						
ALUMINUM COMPANY (ALUMINUM DIVISION) 1000 MEADOWS BLDG WILSON AT MILTON DALLAS 75206	52-73907	78,836	G-0140 E-0175	.0070 .0074	11 14	
	52-25220	32,390	S-070 E-088	.0350 .0370	23 29	
ALUMINUM DIVISION) 1000 MEADOWS BLDG WILSON AT MILTON DALLAS 75206	52-73907	78,836	S-0140 E-0175	.0070 .0074	11 14	
	52-25220	32,390	S-070 E-088	.0350 .0370	23 29	11 14
ALUMINUM WIRE AND CABLE COMPANY ALUMINUM WIRE COMPANY WILSON UNION LIFE BLDG DALLAS	52-73907	RF ANY	S-0140 E-0175	.0070 .0074		
		A-	A-			
ALUMINUM WHOLESALE	53* 50991	30,606	S-440 E-387	.019 .071	135 118	11 14

AID 000209

EFFECTIVE: 01-01-76

DECLARATIONS SCHEDULE—Automobile Liability Hazards

No. 5

Policy No. 77-1552-01

In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability", "PD" means "Property Damage Liability" and "Med. Pay" means "Division I, Medical Payments".

Comprehensive Commercial Automobile Insurance.

- (a) The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, and
 (b) the schedules contain a list of (1) all automobiles and trailers owned by the named insured at the effective date of this policy and the purposes of use thereof, and (2) all persons within the definition of Class 1 persons, at the effective date of this policy, unless otherwise stated herein.

Description of Hazards				Advance Premium		Med. Pay.
				BI	PD	
1. Owned Automobiles				Premium Basis—Per Automobile		
See other Declarations Schedule(s)—Automobile Liability Hazards				8000(C)		
8871 (EXCEPT NC & TX)				S 25271	15756	
				E 23084	15551	
				S 1148	1245	
				E 692	123	
NC				S 1245	1009	
				E 294	123	
TX				S 2982	2931	
				E 864	107	
2. Hired Automobiles				Premium Basis—Cost of Hire†		Medical Payments—%
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use*	Estimated Cost of Hire	Rates per \$100 Cost of Hire		
				BI	PD	
	SEE END 8000(C)					INCLUDED
	SEE SCHED 8841 (TX)					INCLUDED
3. Non-Owned Automobiles				Premium Basis—Class 1 Persons and Class 2 Employees†		
Class 1 Persons— Name of Each	Location of Headquarters of Persons Named Herein	Rates per Person				
		BI	PD	Med. Pays.		
	SEE END 8000(C)					INCLUDED
	SEE SCHED 8841 (TX)					INCLUDED
Class 2 Employees— Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates per Employee				
		BI	PD			
	SEE END 8000(C)					INCLUDED
	SEE SCHED 8841					INCLUDED
				AID 000210		
SEE END 9950 UM				E 96		
" " GFC923 (EDL-74)				INCL		
" " EE 386				INCL		
" " KK-399				INCL		
" " KR-34084				INCL		
" " WL-3316				INCL		
" " YF-3341				INCL		
" " 241				S 720		

*The purposes of use of the automobile are "Pleasure and Business" unless otherwise stated. The abbreviation "C" in the "Purposes of Use" column shall mean "Commercial," the abbreviation "C-LT" shall mean "Commercial-(Local Truckman)" and the abbreviation "C-LHT" shall mean "Commercial-(Long Haul Truckman)."

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

- A. **"cost of hire"** means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured.
- B. **"Class 1 persons"** means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
- C. **"Class 2 employees"** means all employees, including officers, of the named insured, not included in Class 1 persons.

Policy No. _____

(b) The schedules contain a list of (1) all automobiles and trailers owned by the named insured at the effective date of this policy and the purpose of use thereof, and (2) all persons within the definition of Class 1 persons, at the effective date of this policy, unless otherwise stated herein.

3-25-76 CBJ/TK/DP

884

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

- A. "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
- B. "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
- C. "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

EXPIRATION: 01-01-75

DECLARATIONS SCHEDULE—Automobile Liability Hazards

No. _____

Policy No.

70-10-23507

In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability", "PD" means "Property Damage Liability" and "Med. Pay" means "Division I. Medical Payments".

Comprehensive Commercial Automobile Insurance.

- (b) the schedules contain a list of all automobiles and trailers owned by the named insured at the effective date of this policy and the purposes use thereof

Description of Hazards					Advance Premium		Med. Pays
					BI	PD	
1. Owned Automobiles Premium Basis—Per Automobile See other Declarations Schedule(s)—Automobile Liability Hazards \$874					\$ 392 2 77	471 54	
2. Hired Automobiles Premium Basis—Cost of Hire†							
Types Hired	RADIUS	Locations Where Automobiles Will Be Principally Used	Estimated Cost of Hire	Rates per \$100 Cost of Hire			
				BI	PD		
P.P.	☐ 0-200 miles ☐ over 200 miles						
Comm.	☐ 0-200 miles ☐ over 200 miles						
Truckmen	☐ 0-200 miles ☐ over 200 miles						
Public	☐ -----						
3. Non-Owned Automobiles Premium Basis—Total Number of Person ^s Employed By The Insured							
Class Code	Total Number of Employees	Location of Headquarters of Employees					
					E 44		

DESCRIPTION OF TERM USED AS PREMIUM BASIS:

When used as a premium basis:

"cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured.

AID 000213



ATTACHMENT: 01-11-75
 AMENDING POLICY NO. TRANS-12345-3-75

CP 04 73
 (Ed. 1-74)

UNINSURED MOTORISTS INSURANCE

(Specified Car Basis)

(North Carolina)

In consideration of the payment of the premium for this endorsement, the company agrees with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

Schedule

Limits of Liability:

Bodily Injury \$ 15,000 each person; \$ 30,000 each accident
 Property Damage \$ 5,000 each accident

The additional premium for this endorsement is \$ 14

Insuring Agreements

I. Damages for Bodily Injury and Property Damage Caused by Uninsured Automobiles

To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of:

- bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured;
- injury to or destruction of the property of such insured, hereinafter called "property damage", with a limit in the aggregate for all insureds in any one accident as set forth in the property damage schedule of this endorsement, and subject, for each insured, to an exclusion of the first One Hundred Dollars (\$100) of such damages;

caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile.

For the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree and the insured so demands, by arbitration; but if the insured elects not to arbitrate, the liability of the company shall be determined only in an action against the company. In any action against the company, except an action to determine whether an automobile is an uninsured automobile, the company may require the insured to join such person or organization as a party defendant.

II. Definitions

(a) Insured. With respect to the bodily injury coverage afforded under this endorsement, the unqualified word "insured" means:

- the named insured;
- any person while occupying an insured automobile; and
- any person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies.

With respect to the property damage coverage afforded under this endorsement, the unqualified word "insured" means:

- the named insured; and
- any other person using an insured automobile.

The insurance applies separately with respect to each insured under this endorsement, but neither this provision nor application of the insurance to more than one insured shall operate to increase the limits of the company's liability.

(b) Insured Automobile. The term "insured automobile" means:

- an automobile owned by the named insured which, as of the inception date of this endorsement, is registered or

principally garaged in North Carolina, or which has become registered or principally garaged in North Carolina during the policy period;

- any automobile owned by the named insured to which is attached North Carolina dealers license plates issued to the named insured;

and to which the liability coverage of the policy applies, while such automobile is being used by or with the permission of the named insured as stated in the policy but shall not include an automobile while used as a public or livery conveyance unless such use is specifically declared and described in this endorsement.

(c) Uninsured Automobile. The term "uninsured automobile" means:

- with respect to damages for bodily injury and property damage an automobile or other vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified in Subsection (c) of Section 20-279.5 of the North Carolina Motor Vehicle Safety and Financial Responsibility Act, neither (i) cash or securities on file with the North Carolina Commissioner of Motor Vehicles nor (ii) a bodily injury and property damage liability bond or insurance policy, applicable to the accident with respect to any person or organization legally responsible for the use of such automobile or vehicle, or with respect to which there is a bodily injury and property damage liability insurance policy applicable at the time of the accident but the company writing the same either (a) denies coverage thereunder or (b) has become bankrupt or is unable to make payment because of insolvency occurring within three years after such accident (a written statement by the liability insurer whose name appears on the certification of financial responsibility made by the owner of any vehicle involved in an accident with the insured that such other motor vehicle is not covered by insurance at the time of the accident with the insured shall operate as a prima facie presumption that the operator of such other motor vehicle was uninsured at the time of the accident with the insured); or

- with respect to damages for bodily injury only a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

- a vehicle owned by the named insured;
- a vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- a vehicle which is owned by the United States of America, Canada, a state, or any agency of any of the foregoing excluding political subdivisions thereof;
- a vehicle if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
- a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

- Hit-and-Run Automobile. The term "hit-and-run automobile" means an automobile, other than one in which an insured is a passenger, which causes an accident resulting in bodily injury to an insured, arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided: (i) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (ii) the insured or someone on his

3-25-76 CRP/YK/DP This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CP 04 73 (Ed. 1-74)

(OVER)

AID 000214

Page 1 of 3

behalf shall have reported the accident within 24 hours or as soon thereafter as may be practicable to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall within a reasonable time have given notice to the company of his injury, the extent thereof, and the time, date and place of such injury; and (iii) at the company's request, the insured or his legal representative makes available for inspection any automobile which the insured was occupying at the time of the accident.

- (e) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.
- (f) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

III. Policy Period, Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

Exclusions

This endorsement does not apply:

- (a) to bodily injury to an insured, care or loss of services recoverable by an insured or injury to or destruction of property of an insured, with respect to which such insured or his legal representative shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
- (c) so as to inure directly or indirectly to the benefit of any insurer of property;
- (d) to injury to or destruction of an automobile, or the contents thereof, other than an insured automobile as defined herein.

Conditions

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or Other Provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Notice of the Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of automobiles owned by the named insured and registered or principally garaged in North Carolina or the number of North Carolina dealers license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

After notice of claim, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage.

D. Notice of Legal Action Under North Carolina G.S. 20-279.21 (b) (3).

No legal action for bodily injury or property damage against any person or organization alleged to be legally responsible for the use of an automobile involved in the accident shall be initiated by the insured until 60 days following the posting of notice to the company at the address shown on the policy or after personal delivery of such notice to the company or its agent setting forth the belief of the insured that the prospective defendant or defendants are uninsured motorists. The company shall not be bound by a final judgment taken by the insured against an uninsured motorist unless the company has been served with copy of summons, complaint or other process against the uninsured motorist.

E. Limits of Liability.

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) automobiles to which this insurance applies.

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provisions respecting each person, the limit of such liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) The limit of property damage liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more insureds as the result of any one accident.
- (c) If claim is made under this endorsement and claim is also made against any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages of the policy because of bodily injury or property damage sustained in an accident by a person who is an insured under this endorsement:
 - (1) any payment made under this endorsement to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages; and
 - (2) any payment made under the Bodily Injury Liability or Property Damage Liability coverages to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this endorsement.
- (d) Any amount payable to an insured under the terms of this endorsement shall be reduced by (1) all sums paid to such insured for bodily injury or property damage by or on behalf of a person legally liable therefor, (2) the amount paid and the present value of all amounts payable to such an insured under any workmen's compensation law, exclusive of non-occupational disability benefits and (3) the amount paid or payable to such an insured under any policy of property insurance.

F. Other Insurance.

With respect to bodily injury to an insured, if the insured has other similar insurance available to him against a loss covered by this endorsement, the

company shall not be liable under this endorsement for a greater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limits of liability of all valid and collectible insurance against such loss.

G. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury or property damage sustained by the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of such person, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

H. Trust Agreement.

In the event of payment to any person under this endorsement:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

I. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

J. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

K. This endorsement replaces any other provisions of the policy, including any endorsement attached thereto, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured automobile or a hit-and-run vehicle.

Automobile
EFFECTIVE: 01-01-76
Policy No. TP-NST-1237693-3-75
Schedule No. 8

YEAR	VEHICLE DESCRIPTION YEAR-MAKE-BODY TYPE IDENTIFICATION NO. RATE CLASS	USE	AGE GRP.	COST NEW-COMPL. SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES	PHYS. DAMAGE RATE OTHER THAN COLL.	LIMIT OF LIABILITY**
12	71 RAMBL A1A857N19/136 (3-NA)						
12	71 PLYM PM43G1F139/15 (3-NA)						
12	70 FORD QW56H113359 (3-NA)						
12	71 FORD 1B56H136851 (3-NA)						
14	68 INTER VAN TE638P101608 (4CA+25)	C					

**Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

PREMIUM	PREMIUM	PAID	UNINSURED MOTORISTS	COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAG
27	2							
27	2							
27	2							
27	2							
27	2							

Range (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

AID 000217

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not aff the designated automobile.

The USE of the automobile is "Pleasure and Business" unless otherwise stated.

The abbreviation "C-LT" shall mean "Commercial—(Local Truckman)".

The abbreviation "C-IT" shall mean "Commercial—(Intermediate Truckman)".

The abbreviation "C-LHT" shall mean "Commercial—(Long-Haul Truckman)".

The abbreviation "C" shall mean "Commercial".

The abbreviation "ACV" in the "Limit of Liability" space shall mean "Actual Cash Value".

The abbreviation "CAC" shall mean "Premium for Combined Additional Coverage".

The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Cover

The abbreviation "TOW" shall mean "Premium for Towing and Labor Costs Coverage".

The abbreviation "W" shall mean "Premium for Windstorm, Hail, Earthquake or Explosion Cover

The abbreviation "EPIP" shall mean "Premium for Excess Personal Injury Protection Coverage".

The abbreviation "BDP" shall mean "Premium for Basic Damage to Property Coverage".

The abbreviation "RR" shall mean "Premium for Rental Reimbursement Coverage".

The abbreviation "BPP" shall mean "Premium for Basic Property Protection Coverage".

The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

AID

DECLARATIONS SCHEDULE—Automobile EFFECTIVE: 01-01-76 Policy No. TH-NAL-123T693-3-75
(See reverse side for explanation of certain entries or absence thereof) Special Code: 01/10/10

VEH. NO.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION NO. RATE CLASS	USE	COST NEW-COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES COLLISION	THEFT	PHYS. DAMAGE RATE OTHER THAN COLL.	LIMIT OF LIABILITY **
6	GREENSBORO GUILFORD NC (0133)	14	71 FORD S/V (3-NA)						
7	BALEIGH WAKE CO NC (0277)	16	70 CHEVR 164390UL5081 (3-NA)						
8	HATTOREY PR	01	73 BUICK 11291311103281 (3-NA)						
9		01	70 MERC OF91H540660 (3-NA)						
10		01	73 CHEVR P/V C50H3B461913 (CL-6)	C					

*Indicate County-Town code when applicable. **Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

VEH. NO.	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PREMIUM				PREMIUM			
					COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAG			
6	S 166 E 38	129 15	27	2								
7	S 166 E 38	129 15	27	2								
8	S 121 E 60	119 21	4	1								
9	S 121 E 60	119 21	4	1								
10	S 95 E 60	105 17		1								
TOTALS												

VEN. No. Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

AID 000219

3-20-76 01/10/10

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

The USE of the automobile is "Pleasure and Business" unless otherwise stated.

The abbreviation "C-LT" shall mean "Commercial—(Local Truckman)".

The abbreviation "C-IT" shall mean "Commercial—(Intermediate Truckman)".

The abbreviation "C-LHT" shall mean "Commercial—(Long-Haul Truckman)".

The abbreviation "C" shall mean "Commercial".

The abbreviation "ACV" in the "Limit of Liability" space shall mean "Actual Cash Value".

The abbreviation "CAC" shall mean "Premium for Combined Additional Coverage".

The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

The abbreviation "TOW" shall mean "Premium for Towing and Labor Costs Coverage".

The abbreviation "W" shall mean "Premium for Windstorm, Hail, Earthquake or Explosion Coverage".

The abbreviation "EPIP" shall mean "Premium for Excess Personal Injury Protection Coverage".

The abbreviation "BDP" shall mean "Premium for Basic Damage to Property Coverage".

The abbreviation "RR" shall mean "Premium for Rental Reimbursement Coverage".

The abbreviation "BPP" shall mean "Premium for Basic Property Protection Coverage".

The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile EFFECTIVE: 01-01-76 Policy No. TIL-MSL-123T693-3-75
(See reverse side for explanation of certain entries or absence thereof) Special Code: 07/MC/MC Schedule No. 1

VER. NO.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE—CLASS IDENTIFICATION NO. RATE CLASS	USE	AGE GRP.	COST NEW-COM'L SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES COMP. COLLISION THEFT	PHYS. DAMAGE OTHER THAN COLL.	LIMIT LIABILITY**
11	HATOREY PR	01	73 FORD TRK F3A471278164F (CL-6)	C					
12		01	73 INTER TRK 035414103 (4CB)	C(50)					
13		01	72 INTER TRK 4136379113108 (4CB)	C(50)					
14		01	69 FORD TRK F70EUF33633 (4CA)	C(50)					
15	CAPRAUTON TX	02	71 FORD 001U56HLL5491 (3-NA)						

*Indicate County-Town code when applicable. **Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

VER. NO.	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PREMIUM PIP	COMPREHENSIVE	COLLISION	FIRE	THEFT	FTCAG
11	5 75 E 60		1						
12	5 268 E 169		1						
13	5 253 E 169		1						
14	5 180 E 114		1						
15	5 183 E 53	36	5	51					
TOTALS									

Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

AID 000220

3-25-76 00778/DP

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

The USE of the automobile is "Pleasure and Business" unless otherwise stated.

The abbreviation "C-LT" shall mean "Commercial—(Local Truckman)".

The abbreviation "C-IT" shall mean "Commercial—(Intermediate Truckman)".

The abbreviation "C-LHT" shall mean "Commercial—(Long-Haul Truckman)".

The abbreviation "C" shall mean "Commercial".

The abbreviation "ACV" in the "Limit of Liability" space shall mean "Actual Cash Value".

The abbreviation "CAC" shall mean "Premium for Combined Additional Coverage".

The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

The abbreviation "TOW" shall mean "Premium for Towing and Labor Costs Coverage".

The abbreviation "W" shall mean "Premium for Windstorm, Hail, Earthquake or Explosion Coverage".

The abbreviation "EPIP" shall mean "Premium for Excess Personal Injury Protection Coverage".

The abbreviation "BDP" shall mean "Premium for Basic Damage to Property Coverage".

The abbreviation "RR" shall mean "Premium for Rental Reimbursement Coverage".

The abbreviation "BPP" shall mean "Premium for Basic Property Protection Coverage".

The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile EFFECTIVE: 01-01-76
(See reverse side for explanation of certain entries or absence thereof)

Special Code:

Policy No. TR-NSL-1
Schedule No. 1

VEH. No.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION No RATE CLASS	USE	AGE GRP.	COST NEW—COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES			
							COMP.	COLLISION	THEFT	
16	CARROLTON TX	02	70 CHEVR 164390R109509 (3-NA)							
17	DALLAS TX	02	69 CHEVR 164399R048980 (3-NA)							
18		02	70 CHEVR 164690S164288 (3-NA)							
19		02	71 CHEVR 164391C105324 (3-NA)							
20		02	71 PLYM PMLGLF150329 (3-NA)							

*Indicate County-Town code when applicable.

**Applicable to Comprehensive, Fire, Theft, Winds

VEH. No.	PREMIUM					PREMIUM				
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMTS	UNINSURED MOTORISTS	PIP	COMPREHENSIVE	COLLISION	FIRE	THEFT	FT
16	S 183 E 53	190 24	34	5	51					
17	S 183 E 53	190 24	34	5	51					
18	S 183 E 53	190 24	34	5	51					
19	S 183 E 53	190 24	34	5	51					
20	S 183 E 53	190 24	34	5	51					
TOTALS										

VEH. No. Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the sa

3-25-76 CRP/YK/DP

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

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The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

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The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

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The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile EFFECTIVE 1-01-76

Policy No. TR-MSL-1237693-3-75

(See reverse side for explanation of certain entries or absence thereof)

Special Code: 07/10/75

Schedule No. 12

Veh. No.	CITY AND STATE WHERE PRINCIPALLY GARAGED *	Terr.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION NO. RATE CLASS	Use	AGE OR GRP.	COST NEW-CONV. OR SYM-PRIV PAS	PHYSICAL DAMAGE DEDUCTIBLES			PHYS. DAMAGE RATE OTHER THAN COLL.	LIMIT OF LIABILITY **
							Comp.	Collision	Theft		
21	DALLAS TX	02	69 FORD 9D56FL26979 (3-NA)								
22		02	70 CHEVR 164390R108671 (3-NA)								
23		02	70 CHEVR 164390S190640 (3-NA)								
24		02	70 CHEVR 164390C161388 (3-NA)								
25		02	69 CHEVR 164399R049598 (3-NA)								

* Indicate County-Town code when applicable.

** Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

Veh. No.	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PIF	PREMIUM				
						Comprehensive	Collision	Fire	Theft	FTCAG
21	5 183 53	190 24	34	5	51					
22	5 183 53	190 24	34	5	51					
23	5 183 53	190 24	34	5	51					
24	5 183 53	190 24	34	5	51					
25	5 183 53	190 24	34	5	51					
TOTALS										

Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

3 24 76 10077693

AID 000222

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

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The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile
 (See reverse side for explanation of certain entries or absence thereof)

Veh No	CITY AND STATE WHERE PRINCIPALLY GARAGED *	TERR.	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION NO. RATE CLASS	USE	AGE GRP.	COST NEW-COM'L OR SYM-PRIV PASS	PHYSICAL DAMAGE DEDUCTIBLES			PHYS. DAMAGE RATE OTHER THAN COLL.	LIMIT OF LIABILITY**
							COMP.	COLLISION	THEFT		
26	DALLAS TX	02	71 FORD 001G561U36680 (3-NA)								
27	HOUSTON TX	01	70 FORD 0D54J1118347 (3-NA)								
28		01	70 FORD 0D54J1118047 (3-NA)								
29		01	70 FORD 000D561U05281 (3-NA)								

*Indicate County-Town code when applicable. **Applicable to Comprehensive, Fire, Theft, Windstorm, Combined Additional Coverage.

Veh No	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	UNINSURED MOTORISTS	PREMIUM				
					PIP	COMPREHENSIVE	COLLISION	FIRE	FTCAG
26	S 183 E 53	170 241	34	5	51				
27	S 262 E 76	217 27	36	5	53				
28	S 262 E 76	217 27	36	5	53				
29	S 242 E 76	217 27	36	5	53				
TOTALS									

Veh No Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same number above.)

AID 000223

3-25-76 CBF/TF/UP

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

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The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

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The abbreviation "W" shall mean "Premium for Windstorm, Hail, Earthquake or Explosion Coverage".

The abbreviation "EPIP" shall mean "Premium for Excess Personal Injury Protection Coverage".

The abbreviation "BDP" shall mean "Premium for Basic Damage to Property Coverage".

The abbreviation "RR" shall mean "Premium for Rental Reimbursement Coverage".

The abbreviation "BPP" shall mean "Premium for Basic Property Protection Coverage".

The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

DECLARATIONS SCHEDULE—Automobile

EXPIRATION DATE: 01-01-76

(See reverse side for explanation of certain entries or absence thereof)

Special Code: 07 / 00 86

Policy No. 116-481-12

Schedule No. 11

VEH. NO.	CITY AND STATE WHERE PRINCIPALLY GARAGED*	VEHICLE DESCRIPTION YEAR—MAKE—BODY TYPE IDENTIFICATION No.	STAT/ISO CODE	TERR/ZONE CODE	AGE GRP.	COST NEW-COM'L OR SYM-PRIV PASS	DEDUCTIBLES			
							COMP.	COLLISION	THEFT	
1	METAIRLE JEFFERSON PI LA(0396)	70 CHEVR 1G8390S110701 (1998)	6-NA	01						

*Indicate County-Town code when applicable.

**Applicable to Comprehensive, Fire, Theft, Winds

VEH. NO.	BODILY INJURY	NO FAULT		PROPERTY DAMAGE	NO FAULT	MEDICAL PAYMENTS	PREMIUM					TO
							UNINSURED MOTORISTS	COMPREHENSIVE	FIRE	THEFT	FTCAG	
1	5 291 E 77	PT		471 54		66	144					
TO-TALS	5 5766 E 1,024	720		5706 750		718	140					

Name and Address of Mortgagee (The number opposite each entry indicates the automobile to which the entry applies, such automobile being identified by the same)

BI & PD GRAD - 10% REDUCTION NC 3.8%
A/O 10%

**Explanation of Certain Entries or the Absence Thereof
on Reverse Side**

The absence of an entry in premium spaces for a coverage shall mean that such insurance is not afforded with respect to the designated automobile.

The abbreviation "ACV" in the "Limit of Liability" space shall mean "Actual Cash Value".

The abbreviation "CAC" shall mean "Premium for Combined Additional Coverage".

The abbreviation "FTCAC" shall mean "Premium for Fire, Theft, and Combined Additional Coverage".

"TOWING" shall mean "Premium for Towing and Labor Costs Coverage".

The abbreviation "W" shall mean "Premium for Windstorm, Hail, Earthquake or Explosion Coverage".

The abbreviation "EPIP" shall mean "Premium for Excess Personal Injury Protection Coverage".

The abbreviation "BDP" shall mean "Premium for Basic Damage to Property Coverage".

The abbreviation "RR" shall mean "Premium for Rental Reimbursement Coverage".

The abbreviation "BPP" shall mean "Premium for Basic Property Protection Coverage".

The abbreviation "SDP" shall mean "Premium for Supplemental Damage to Property Coverage".

The abbreviation "PIP" shall mean "Premium for Personal Injury Protection Coverage".

The abbreviation "PPI" shall mean "Property Protection Insurance Coverage".

The abbreviation "I" shall mean "Deductible applies to the named insured only".

The abbreviation "I/R" shall mean "Deductible applies to the named insured and relatives".

AUTOMOBILE MEDICAL PAYMENTS INSURANCE COVERAGE PART

SCHEDULE

Forming part of Policy No. 15-A-10-1237-02-2-7

Designated Person Insured

Advance Premium

SEE END CP 09 23(ED 1-74)

\$

\$

\$

\$

\$

Total INCLUDED

Designation of Automobiles—Division 1

- (1) ☐ Any owned automobile
- (2) ☒ Any hired automobile
- (3) ☐ Any licensed owned private passenger automobile
- (4) ☐ Any automobile for which a premium is included in the declarations for Medical Payments
- (5) ☐ Any non-owned automobile
- (6) ☐

I. Coverage F—Automobile Medical Payments

The company will pay all reasonable medical expense incurred within one year from the date of the accident:

Division 1. to or for each person who sustains *bodily injury*, caused by accident, while occupying a designated automobile which is being used by a person for whom *bodily injury* liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each insured who sustains *bodily injury*, caused by accident, while occupying or, while a pedestrian, through being struck by a highway vehicle.

Exclusions

This insurance does not apply:

- (a) to *bodily injury* to any person or insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (b) to *bodily injury* due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) under Division 1, to *bodily injury* to any employee of the named insured arising out of and in the course of employment by the named insured, but this exclusion does not apply to any such *bodily injury* arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) under Division 2, to *bodily injury* sustained while occupying a highway vehicle owned by any insured, or furnished for the regular use of any insured by any person or organization other than the named insured.

II. Persons Insured—Division 2.

Each of the following is an insured under this insurance to the extent set forth below:

- (a) any person designated as insured in the schedule;
- (b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

III. Limit of Liability

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain *bodily injury*, (3) claims made or suits brought on account of *bodily injury* or (4) designated automobiles to which this policy applies, the limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains *bodily injury* as the result of any one accident.

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

IV. Additional Definitions

The additional definitions applicable to automobile *bodily injury* liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"designated automobile" means an automobile designated in the schedule and includes:

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the additional declarations when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and
- (b) a trailer designed for use with a private passenger automobile, if not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer;

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"occupying" means in or upon or entering into or alighting from.

V. Policy Period; Territory

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory.

VI. Additional Conditions

A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

B. Excess Insurance

Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy.

C. Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE PART

I. Coverage C—Bodily Injury Liability

Coverage D—Property Damage Liability

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

Coverage C. *bodily injury* or

Coverage D. *property damage*

to which this insurance applies, caused by an *occurrence* and arising out of the ownership, maintenance or use, including loading and unloading, of any *automobile*, and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *insured* under any contract or agreement;
- (b) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury;

but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the *insured* unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

- (d) to *property damage* to
 - (1) property owned or being transported by the *insured*, or
 - (2) property rented to or in the care, custody or control of the *insured*, or as to which the *insured* is for any purpose exercising physical control, other than *property damage* to a residence or private garage by a *private passenger automobile* covered by this insurance;
- (e) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;
- (f) to *bodily injury* or *property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. Persons Insured

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) the *named insured*;
- (b) any partner or executive officer thereof, but with respect to a *non-owned automobile* only while such *automobile* is being used in the business of the *named insured*;
- (c) any other person while using an *owned automobile* or a *hired automobile* with the permission of the *named insured*, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to *bodily injury* or *property damage* arising out of the loading or unloading thereof, such other person shall be an *insured* only if he is:

- (1) a lessee or borrower of the *automobile*, or
- (2) an employee of the *named insured* or of such lessee or borrower;

- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an *insured* under (a), (b) or (c) above.

None of the following is an *insured*:

- (i) any person while engaged in the business of his employer with respect to *bodily injury* to any fellow employee of such person injured in the course of his employment;
- (ii) the owner or lessee (of whom the *named insured* is a sub-lessee) of a *hired automobile* or the owner of a *non-owned automobile*, or any agent or employee of any such owner or lessee;
- (iii) an executive officer with respect to an *automobile* owned by him or by a member of his household;
- (iv) any person or organization, other than the *named insured*, with respect to:
 - (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a *private passenger automobile* and not being used for business purposes with another type motor vehicle), or
 - (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;
- (v) any person while employed in or otherwise engaged in duties in connection with an *automobile business*, other than an *automobile business* operated by the *named insured*.

This insurance does not apply to *bodily injury* or *property damage* arising out of (1) a *non-owned automobile* used in the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*, or (2) if the *named insured* is a partnership, an *automobile* owned by or registered in the name of a partner thereof.

III. Limits of Liability

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, (3) claims made or suits brought on account of *bodily injury* or *property damage* or (4) *automobiles* to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of *bodily injury* liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one person as the result of any one *occurrence*; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by two or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the declarations as applicable to "each *occurrence*".

Coverage D—The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the declarations as applicable to "each *occurrence*".

Coverages C and D—For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. Policy Territory

This insurance applies only to *bodily injury* or *property damage* which occurs within the territory described in paragraph (1) or (2) of the definition of *policy territory*.

AID 000226

(Continued on Page 2)

V. Additional Definitions

When used in reference to this insurance (including endorsements forming a part of the policy):

"**automobile business**" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"**hired automobile**" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"**non-owned automobile**" means an automobile which is neither an owned automobile nor a hired automobile;

"**owned automobile**" means an automobile owned by the named insured;

"**private passenger automobile**" means a four wheel private passenger or station wagon type automobile;

"**trailer**" includes semi-trailer but does not include mobile equipment.

VI. Additional Condition

A. Excess Insurance—Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

B. Out of State Insurance

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

AID 000227

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I. Coverage A—Bodily Injury Liability

Coverage B—Property Damage Liability

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

Coverage A. *bodily injury* or

Coverage B. *property damage*

to which this insurance applies, caused by an *occurrence*, and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *insured* under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;

- (b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

- (1) any *automobile* or aircraft owned or operated by or rented or loaned to any *insured*, or

- (2) any other *automobile* or aircraft operated by any person in the course of his employment by any *insured*;

but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to or controlled by the *named insured* or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to any *insured*;

- (c) to *bodily injury* or *property damage* arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any *mobile equipment* while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any *snowmobile* or trailer designed for use therewith;

- (d) to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to any *insured*;

- (e) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

- (1) any *watercraft* owned or operated by or rented or loaned to any *insured*, or

- (2) any other *watercraft* operated by any person in the course of his employment by any *insured*;

but this exclusion does not apply to *watercraft* while ashore on premises owned by, rented to or controlled by the *named insured*;

- (f) (1) to *bodily injury* or *property damage* arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant

- (i) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any *insured* or any person or organization for whose acts or omissions any *insured* is liable, or

- (ii) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;

but this exclusion (f) (1) does not apply to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;

- (2) to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion (f) (2) does not apply to *property damage* resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither

- (i) is expected or intended from the standpoint of any *insured* or any person or organization for whose acts or omissions any *insured* is liable, nor

- (ii) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto.

- (g) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the *insured* under an *incidental contract*, or

- (2) expenses for first aid under the Supplementary Payments provision;

- (h) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

- (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

- (j) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

- (k) to *property damage* to

- (1) property owned or occupied by or rented to the *insured*,

- (2) property used by the *insured*, or

- (3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at premises owned by, rented to or controlled by the *named insured*;

- (l) to *property damage* to premises alienated by the *named insured* arising out of such premises or any part thereof;

- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the *named insured* of any contract or agreement, or

(Continued on Page 2)

AID 000228

L 1A

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the product hazard and (2) the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the limit of property damage liability shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

(1) all property damage arising out of premises or operations rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such premises or operations, but this subparagraph (2) does not include alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all property damage included within the product hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. Policy Territory

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of or other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. Persons Insured

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) named insured, and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(i) an employee of the named insured while operating any such equipment in the course of his employment, and any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

AID 000229

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE**

DELETION OF FELLOW EMPLOYEE EXCLUSION - CONNECTICUT

It is agreed that

1. Subdivision (i) of the "Persons Insured" provision is amended by adding the following thereto:

"except any person who is an agent, representative or employee of the *named insured*";

2. Exclusion (c) is amended by adding the following thereto:

"or with respect to *bodily injury* to a fellow employee of any *insured* who is an agent, representative or employee of the *named insured* if such injury is caused by such *insured* while engaged in the business of his employer and if such injury to the fellow employee occurs in the course of his employment."

AID 000230

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

POLLUTION EXCLUSION AMENDMENT - MICHIGAN

With respect to *bodily injury or property damage*:

(a) It is agreed that the insurance does not apply:

- (1) to *bodily injury or property damage* arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous, or thermal waste or pollutant
 - (i) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any *insured* or any person or organization for whose acts or omissions any *insured* is liable, or
 - (ii) resulting from or contributed to by any condition in violation of or non-compliance with any Federal rule, regulation or law applicable thereto;

but this exclusion (1) does not apply to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;

- (2) to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion (2) does not apply to *property damage* resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither
 - (i) is expected or intended from the standpoint of any *insured* or any person or organization for whose acts or omissions any *insured* is liable, nor
 - (ii) results from or is contributed to by any condition in violation of or non-compliance with any Federal rule, regulation or law applicable thereto.

(b) the following exclusion is hereby deleted:

it is agreed that the insurance does not apply to such *bodily injury or property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

AID 000231

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
DRUGGISTS' LIABILITY INSURANCE
FARMER'S COMPREHENSIVE PERSONAL INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

LIMITATION OF COVERAGE FOR POLLUTION - MICHIGAN

It is agreed that the exclusions relating to any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant is deleted and replaced by the following exclusions:

- (1) to *bodily injury or property damage* arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant
 - (i) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any *insured* or any person or organization for whose acts or omissions any *insured* is liable, or
 - (ii) resulting from or contributed to by any condition in violation of or non-compliance with any federal rule, regulation or law applicable thereto;but this exclusion (1) does not apply to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;
- (2) to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion (2) does not apply to *property damage* resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither
 - (i) is expected or intended from the standpoint of any *insured* or any person or organization for whose acts or omissions any *insured* is liable, nor
 - (ii) results from or is contributed to by any condition in violation of or non-compliance with any federal rule, regulation or law applicable thereto.

AID 000232

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
DRUGGISTS' LIABILITY INSURANCE
FARMER'S COMPREHENSIVE PERSONAL INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

POLLUTION EXCLUSION AMENDMENT

With respect to *bodily injury or property damage* occurring in Texas, Oklahoma and West Virginia:

- (a) it is agreed that the insurance does not apply to such *bodily injury or property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental; and
- (b) the following exclusions are hereby deleted:
- (1) to *bodily injury or property damage* arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous, or thermal waste or pollutant:
 - (i) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of **any insured** or any person or organization for whose acts or omissions **any insured** is liable, or
 - (ii) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;but this exclusion (1) does not apply to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;
 - (2) to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion (2) does not apply to *property damage* resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither
 - (i) is expected or intended from the standpoint of **any insured** or any person or organization for whose acts or omissions **any insured** is liable, nor
 - (ii) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto.

AID 000233

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

"IN REM" ACTIONS

It is agreed that an action "in rem" against a vessel owned by, leased to or chartered by the *named insured* shall be treated as if it were an action "in personam" against the *named insured*; provided, however, this insurance shall not apply if there is any other insurance available to the insured under a protection and indemnity policy, whether such insurance is on a contributory, excess or escape basis or whether it is subject to a deductible or limitation of liability clause or any similar clause.

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

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AID 000234

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Forming part of Policy No. **TR-NSL-123T693-3-75**

Coverage	Limits of Liability
P. Personal Injury Liability The insurance afforded is only with respect to <i>personal injury</i> arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges. Groups of Offenses A. False Arrest, Detention or Imprisonment, or Malicious Prosecution B. Libel, Slander, Defamation or Violation of Right of Privacy C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	\$ 1,000,000 aggregate Insured's Participation _____ % Advance Premium \$ \$ \$
Minimum Premium \$	Total Advance Premium \$ INCLUDED IN COMPOSITE

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium for each group of offenses for which insurance is afforded shall be the following percentages of the basic limits "Owners", "Landlords" and "Tenants" and "Manufacturers" and "Contractors" earned bodily injury liability premium.

Group A _____ %

Group B _____ %

Group C _____ %

The premium developed as per above shall be subject to an increased limits of liability factor of _____

I. Coverage P—Personal Injury Liability

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of injury (herein called "*personal injury*") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the *named insured's* business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the *named insured*;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the *insured* seeking *damages* on account of such *personal injury* even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the *insured* under any contract or agreement;
- to *personal injury* arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any *insured*;
- to *personal injury* sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the *named insured*;
- to *personal injury* arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the *named insured* was made prior to the effective date of this insurance;

- to *personal injury* arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any *insured* with knowledge of the falsity thereof.

II. Persons Insured

Each of the following is an *insured* under this insurance to the extent set forth below:

- if the *named insured* is designated in the declarations as an individual, the person so designated and his spouse;
- if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to *personal injury* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. Limits of Liability—Insured's Participation

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *personal injury*, or (3) claims made or suits brought on account of *personal injury*, the total limit of the company's liability under this coverage for all *damages* shall not exceed the limit of *personal injury* liability stated in the declarations as "aggregate".

If a participation percentage is stated in the schedule for the *insured*, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the *insured*; provided, the company may pay the *insured's* portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the *named insured* shall promptly reimburse the company therefor.

IV. Additional Definition

When used in reference to this insurance.

"*damages*" means only those damages which are payable because of *personal injury* arising out of an offense to which this insurance applies.

AID 000235

CONNECTICUT BASIC REPARATIONS BENEFITS ENDORSEMENT

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

Section I

Coverage QQ - Basic Reparations Benefits

The Company will pay, to or for the benefit of each eligible injured person, or his dependent survivors, basic reparations benefits for economic loss consisting of:

- (a) allowable expense,
- (b) work loss and
- (c) survivors' loss

resulting from bodily injury, accidentally caused and arising out of the ownership, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

Exclusions

The insurance under this endorsement does not apply:

- (a) to bodily injury to any person intentionally causing or attempting to cause bodily injury to himself or another or to any survivors' loss he would otherwise be entitled to receive for bodily injury arising from his acts;
- (b) to bodily injury to any converter of a motor vehicle arising out of the maintenance or use, including loading or unloading, of such vehicle, but this exclusion does not apply to bodily injury to a basic reparations insured;
- (c) to bodily injury to any pedestrian, other than a basic reparations insured, if the accident occurs outside of Connecticut;
- (d) to bodily injury to any person, other than an individual who is a named insured or an employee of any named insured, who is required to provide security with respect to a motor vehicle under Connecticut Public Act 273, Laws of 1972;
- (e) to bodily injury to a basic reparations insured sustained while occupying a motor vehicle furnished by his employer, to the extent that benefits for allowable expense, work loss or survivors' loss are paid or payable by the insurer (including a self-insurer) of such vehicle;
- (f) to bodily injury to a named insured sustained while occupying a motor vehicle with respect to which he is required to provide security under Connecticut Public Act 273, Laws of 1972, and which is not an insured automobile;
- (g) to bodily injury to any person sustained while occupying a motor vehicle, other than a private passenger automobile, if such motor vehicle is owned by or furnished or available for the regular use of any basic reparations insured;
- (h) to bodily injury to any person arising out of the ownership, maintenance or use including loading or unloading, of a parked motor vehicle unless
 - (1) such bodily injury is sustained while the person is occupying the motor vehicle,
 - (2) the vehicle is parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
 - (3) such bodily injury is the direct result of physical contact with
 - (i) equipment permanently mounted on the motor vehicle, while such equipment is being operated or used, or
 - (ii) property being lifted onto or lowered from such vehicle in the loading or unloading process;
- (i) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (j) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

AID 000236

Definitions

Page 2

When used in reference to this insurance:

"allowable expense" means reasonable charges incurred for reasonably needed products, services and accommodations, including, but not limited to, those for medical, surgical, dental and hospital care, nursing services, ambulance services, x-rays, prosthetic devices, laboratory fees and drugs, rehabilitation, rehabilitative occupational training, other health treatment and care, and reasonable charges for funeral and burial expenses;

"basic reparations insured" means a named insured who is an individual and also includes, whether or not temporarily living elsewhere,

- (a) any person residing in the same household as the named insured and related to him by blood, marriage or adoption, and
- (b) any minor residing in the same household as the named insured and in the custody of the named insured or of any person described in (a) above;

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"dependent survivors" means

- (a) the surviving spouse of the deceased eligible injured person if residing in the same household at the time of death, provided that the dependency of such spouse shall terminate upon remarriage; and
- (b) any other person who is, and so long as he remains, under the age of eighteen years or physically or mentally incapacitated from earning or engaged full-time in a formal program of academic or vocational education or training, who is receiving support from the deceased eligible injured person at the time of his death which would qualify such other person as a dependent of the deceased for federal income tax purposes under the Internal Revenue Code;

"eligible injured person" means

- (a) a basic reparations insured who sustains bodily injury
 - (1) while occupying a motor vehicle (other than a motorcycle), or
 - (2) while a pedestrian, as a result of physical contact with a motor vehicle; or
- (b) any other person who sustains bodily injury
 - (1) while occupying the insured automobile,
 - (2) while occupying any other motor vehicle (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such motor vehicle is being operated by a basic reparations insured, or
 - (3) while a pedestrian, as a result of physical contact with the insured automobile;

"insured automobile" means a private passenger automobile with respect to which the named insured is required to provide security under Connecticut Public Act 273, Laws of 1972, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"motor vehicle" means a land motor vehicle or trailer but does not include

- (a) a vehicle operated on rails or crawler treads,
- (b) a vehicle or trailer while located for use as a residence or premises, or
- (c) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;

"named insured" means the person or organization named in Item 1. of the declarations;

"occupying" means in or upon or entering into or alighting from;

"private passenger automobile" means an automobile of the private passenger, station wagon or camper type, not used as a public or livery conveyance, or an automobile of the truck type with a load capacity of fifteen hundred pounds or less not used for commercial purposes other than farming;

"survivors' loss" means economic loss sustained after an eligible injured person's death by his dependent survivors during their dependency and consisting of

- (a) the loss of the contributions they would have received for their support from the deceased person out of income from work the deceased person would normally have performed had he not died, and

AID 000237

(Continued on Page 3)

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as the company may reasonably require and a copy of the medical report will be forwarded to such *eligible injured person* if requested.

- C. Multiple Policies Applicable to One Accident. Non-Duplication of Benefits; Priority of Complying Policies. Regardless of the number of automobiles insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act, or the number of insurers or policies affording such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to *bodily injury* to any one person as the result of any one accident shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

This insurance applies on a primary basis to *bodily injury* to the *named insured* and his *relative* and on a secondary basis to all other *eligible injured persons*. Similarly, the basic personal injury protection coverage provided by other complying policies applies on a primary basis to *bodily injury* to those persons who are named insureds under such policies and their relatives. If an *eligible injured person* to whom this insurance applies on a secondary basis has other basic personal injury protection coverage under another complying policy applicable to his *bodily injury* on a primary basis, all claims for basic personal injury protection benefits shall first be made against the insurer issuing the other complying policy. No basic personal injury protection benefits shall be due and payable under this insurance unless the other insurer fails to pay such benefits by reason of insolvency and the company has been given written notice by the claimant of such failure. "Complying policy" means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

- D. Subrogation. In the event of any payment under this endorsement, the company is subrogated to the rights of the person for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, in the event of any payment to any person under this endorsement:
- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization *legally* responsible for the *bodily injury* because of which such payment is made; and the company shall have a *lien* to the extent of such payment notice of which may be given to the person or organization causing such *bodily injury*, his agent, his insurer or a court having jurisdiction in the matter,
 - (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of such *bodily injury*;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights,
 - (d) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.
- F. Payment of Personal Injury Protection Benefits. *Medical expense benefits* and *essential services benefits* may be paid at the option of the company to the *eligible injured person* or the person or organization furnishing the products or services for which such benefits are due. In the event of the death of an *eligible injured person* any amounts payable, but unpaid prior to death, for *medical expense benefits* are payable to the *eligible injured person's estate*.

Benefits payable under sub-division (1) of the definition of *survivor benefits* are payable to the *eligible injured person's* surviving spouse, or if there is no surviving spouse, to his surviving children, or if there are no surviving spouse or surviving children, to the *eligible injured person's estate*.

Benefits payable under sub-division (2) of the definition of *survivor benefits* are payable to the person who has incurred the expense of providing essential services.

Funeral expense benefits are payable to the *eligible injured person's estate*.

SECTION II

Extended Medical Expense Benefits Coverage

The company will pay *medical expense benefits* not to exceed the total aggregate amount of \$1,000 with respect to *bodily injury* sustained by an *insured person* by an accident occurring during the policy period within the United States of America, its territories or possessions, or Canada and arising out of the ownership, maintenance or use, including loading and unloading, of an *insured automobile* or of a *highway vehicle* not owned by or furnished or available for the regular use of the *named insured* or any *relative* of the *named insured*.

Exclusions

The insurance under Section II is subject to all of the exclusions applicable to Section I, except that the word "person" in exclusion (c) is replaced by the word "pedestrian."

AID 000238

(Continued on Page 4)

Definitions

The definitions under Section I apply to Section II and under Section II:

"*highway vehicle*" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads or (3) a vehicle while located for use as a residence or premises;

"*insured person*" means

(a) the named insured or any relative of the named insured, if the named insured or relative sustains bodily injury

(1) while occupying, using, entering into or alighting from a highway vehicle; or

(2) while a pedestrian, caused by a highway vehicle;

(b) any other person who sustains bodily injury while occupying a highway vehicle (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such highway vehicle is being operated by the named insured or a relative of the named insured or any other person using such highway vehicle with the permission of the named insured;

(c) any other person who sustains bodily injury while occupying an insured automobile if such insured automobile is being operated by the named insured or a relative of the named insured or any other person using such insured automobile with the permission of the named insured.

Conditions

Conditions A, B and D of Section I apply to Section II, substituting the term "*insured person*" for "*eligible injured person*" wherever it appears therein. The following additional condition applies under Section II:

Other Insurance or Benefits. This insurance does not apply to loss or expense with respect to which an insured person is entitled to benefits under any workmen's compensation law or Medicare provided under federal law or under Section 4 of the New Jersey Automobile Reparation Reform Act.

This insurance does not apply to loss or expense to the extent that benefits are payable or are required to be provided therefor under any other automobile no-fault law or under any other automobile medical payments insurance.

SECTION III

In consideration of the insurance afforded under Sections I and II of this endorsement, and the adjustment of applicable

- (a) any amount payable for economic loss under the protection against uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an eligible injured person;
- (b) any automobile medical payments coverage afforded under the policy is deleted with respect to an automobile which is an insured automobile.

SECTION IV

Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 18 of the New Jersey Automobile Reparation Reform Act to reflect the limitations on the right to recover damages imposed by Section 8 of said Act. If a court of competent jurisdiction declares or enters a judgment the effect of which is to render Section 8 of the Act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.

AID 000239

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MICHIGAN NO FAULT INSURANCE ENDORSEMENT

The company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

Coverage QQ—Personal Injury Protection Insurance (Personal Protection Insurance)—PIP

The company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, personal protection benefits consisting of

- (a) allowable expenses,
- (b) work loss, and
- (c) survivors' loss

as a result of bodily injury caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

Coverage SS—Property Protection Insurance—BPP

The company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for damage to tangible property caused by accident and arising out of the ownership, operation, maintenance or use, including loading and unloading, of the insured motor vehicle as a motor vehicle.

Definitions

Under Section I:

"allowable expenses" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices;

"bodily injury" means accidental bodily injury, sickness or disease, including death resulting therefrom;

"damage" means accidental physical injury to or destruction of tangible property including the loss of use of such injured or destroyed property;

"dependent survivors" means

1. the surviving spouse of the deceased eligible injured person if residing in the same household at the time of death, or if dependent upon such deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;
2. any other person who was dependent upon the deceased eligible injured person at the time of such eligible injured person's death, but only while such other person is
 - a. under the age of 18 years, or
 - b. physically or mentally incapacitated from earning, or
 - c. engaged full-time in a formal program of academic or vocational education or training;

"eligible injured person" means

1. the named insured or any relative who sustains bodily injury in an accident involving a motor vehicle;
2. any other person who sustains bodily injury
 - a. while occupying the insured motor vehicle, or
 - b. while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle, or
 - c. as the result of an accident involving any other motor vehicle

(1) which is being operated by the named insured or a relative, and

(2) to which the bodily injury liability insurance of the policy applies;

"income" means salary, wages, tips, commissions, fees, and other earnings derived from work or employment;

"insured motor vehicle" means

1. when used with respect to Coverage QQ, a motor vehicle with respect to which

a. the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and

b. the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code;

2. when used with respect to Coverage SS,

a. a motor vehicle owned by the named insured with respect to which

(1) the property damage liability insurance of the policy applies and for which a specific premium is charged, and

(2) the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code, or

b. a motor vehicle operated by the named insured or any relative which is not owned by such named insured or relative, and to which the property damage liability insurance of the policy applies;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

"named insured" means the person or organization named in Item 1 of the declarations;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"survivors' loss" means loss sustained during the first 3 years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of

1. contributions of tangible things of economic value, not including services, that such dependent survivors would have received for support during their dependency from the deceased had he not sustained the bodily injury causing death, and

2. expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the bodily injury causing death;

"work loss" means loss sustained during the first 3 years after the date of the accident consisting of

1. loss of income the eligible injured person would have earned had he not sustained bodily injury, and

2. reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that had he not sustained bodily injury, the eligible injured person would have performed not for income but for the benefit of himself or his dependent,

but work loss does not include any loss after the date on which the eligible injured person dies.

Exclusions

The insurance under Section I does not apply:

AID 000241

1. Under Coverage QQ,

a. to any benefits any person would otherwise be entitled to receive hereunder for bodily injury intentionally caused by him to himself or to another;

b. to bodily injury sustained by any person while using a motor vehicle which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such motor vehicle;

c. to bodily injury sustained by any person, other than the named insured or any relative, while not occupying any motor vehicle, if the accident occurs outside the State of Michigan;

d. to bodily injury sustained by the named insured while occupying, or through being struck by while not occupying, any motor vehicle owned or registered by the named insured and which is not an insured motor vehicle;

- (b) expenses reasonably incurred by his dependent survivors in obtaining ordinary and necessary services from others not members of the deceased person's household in lieu of the services the deceased person would have performed for the benefit of his household;

"work loss" means economic loss sustained during the life of the eligible injured person and consisting of

- (a) eighty-five percent of loss of income from work an eligible injured person who would normally be employed in gainful activity during the period of his disability would have performed had he not been injured, reduced by any income from substitute work actually performed by such person or by income he would have earned in available appropriate substitute work which he was capable of performing but unreasonably failed to undertake, and
- (b) eighty-five percent of expenses reasonably incurred in obtaining ordinary and necessary services from others not members of the eligible injured person's household in lieu of those that such person would have performed had he not been injured, not for income but for the benefit of himself or his family.

Limit of Liability

The total aggregate amount payable by the Company for allowable expense, work loss and survivors' loss combined, because of bodily injury to any one person as a result of any one accident, shall not exceed \$5,000; provided that

- (a) the maximum amount payable for all work loss and survivors' loss included therein shall not exceed \$200 in any one week and such maximum shall apply pro rata to any period of less than one week and
- (b) the maximum amount payable for funeral and burial expenses included therein shall not exceed \$2,000.

Any amount payable by the Company under the terms of this endorsement shall be reduced by the amount paid, payable or required to be provided

- (a) under any workmen's compensation or other similar medical or disability law, and
- (b) except with respect to a basic reparations insured, as direct benefits without regard to fault by an insurer (including a self-insurer) of any vehicle other than an insured automobile.

Policy Period; Territory

The insurance afforded by this endorsement applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.

Conditions

The insurance afforded by this endorsement is subject to the following Conditions:

- A. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or dependent survivors shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative or his dependent survivors.
- B. **Medical Reports; Proof of Claim.** As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require and a copy of the medical report will be forwarded to such eligible injured person if requested.
- C. **Non-duplication of Benefits.** Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security pursuant to the provisions of Connecticut Public Act 273, Laws of 1972, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same elements of economic loss.

No eligible injured person shall recover benefits under this endorsement to the extent that he is entitled to recover benefits for the same elements of economic loss under the provisions of any other automobile policy providing such benefits to him as a named insured under such a policy or as a relative of such a named insured. If any eligible injured person is entitled to recover benefits under more than one policy the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

- D. **Subrogation.** Subject to any applicable limitations set forth in Section 7 of Connecticut Public Act 273, Laws of 1972, in the event of any payment under this endorsement, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Section 7 of Connecticut Public Act 273, Laws of 1972, in the event of any payment to any person under this endorsement:
- (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter,
 - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury,
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights,
 - (d) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

Section II

In consideration of the reduction in premium for the protection against uninsured motorists coverage any amount payable for economic loss under the protection against uninsured motorists coverage shall be reduced by the amount of any basic reparations benefits paid or payable under this endorsement because of bodily injury to an eligible injured person.

Section III Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 34 of Connecticut Public Act 273, Laws of 1972, to reflect the limitations on the right to recover for damages imposed by Section 5 of said Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, Section 5 invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to review by the insurance commissioner.

THE TRAVELERS INDEMNITY COMPANY
 THE CHARTER OAK FIRE INSURANCE COMPANY
 THE TRAVELERS INDEMNITY COMPANY OF ILLINOIS
 THE TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND
 THE TRAVELERS INDEMNITY COMPANY OF AMERICA


 Secretary

AID 000243

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

MASSACHUSETTS COMPULSORY INSURANCE EXCLUSION

It is agreed that the insurance does not apply with respect to any *automobile* with respect to which insurance is required of the *named insured* by the Massachusetts Compulsory Liability Security Act (Chapter 346, Acts of 1925) or by any act amendatory thereof or supplementary thereto, while such *automobile* is registered in Massachusetts under a certification of insurance required by said act.

This exclusion is not applicable to _____ coverage(s).

Amending Policy No. TR-NSL-123T693-3-75

AID 000244

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

THE TRAVELERS INSURANCE COMPANIES



NEW JERSEY BASIC PERSONAL INJURY PROTECTION ENDORSEMENT

This endorsement provides coverage as required under the New Jersey Automobile Reparation Reform Act, commonly referred to as the "New Jersey No-Fault Law".

All terms printed in *italics* are defined terms. For complete understanding of provisions containing these terms refer to the section entitled "Definitions".

The company agrees with the *named insured*, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

Coverage Q – Basic Personal Injury Protection Coverage

The company will pay basic personal injury protection benefits consisting of

- (a) *medical expense benefits*,
- (b) *income continuation benefits*,
- (c) *essential services benefits*,
- (d) *survivor benefits*, and
- (e) *funeral expense benefits*

with respect to *bodily injury* sustained by an *eligible injured person*, caused by accident and arising out of the ownership, maintenance or use, including loading or unloading, of a *private passenger automobile* as an automobile.

Exclusions

The insurance under this endorsement does not apply:

- (a) to *bodily injury* to a person whose conduct contributed to the injury in any of the following ways:
 - (1) while committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer, or
 - (2) while acting with specific intent to cause injury or damage to himself or others;
- (b) to *bodily injury* to the *named insured* or any *relative* of the *named insured* sustained while occupying, using or entering into or alighting from a *private passenger automobile* which is not an *insured automobile* under this policy, if he is required to maintain automobile liability insurance coverage with respect to the automobile under the New Jersey Automobile Reparation Reform Act;
- (c) to *bodily injury* to any person, other than the *named insured* or a *relative* of the *named insured* or a resident of New Jersey, if the accident occurs outside of New Jersey;
- (d) to *bodily injury* arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- (e) to *bodily injury* due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (f) to *bodily injury* resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Definitions

When used in reference to this insurance:

"*bodily injury*" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"*eligible injured person*" means

- (a) the *named insured* or any *relative* of the *named insured*, if the *named insured* or *relative* sustains *bodily injury*
 - (1) while occupying, using, entering into or alighting from a *private passenger automobile*, or
 - (2) while a *pedestrian*, caused by a *private passenger automobile* or as a result of being struck by an object propelled by or from such an automobile; or
- (b) any other person who sustains *bodily injury*
 - (1) while, with the permission of the *named insured*, occupying, using, entering into or alighting from the *insured automobile*, or
 - (2) while a *pedestrian*, caused by the *insured automobile* or as a result of being struck by an object propelled by or from the *insured automobile*;

"*essential services benefits*" means an amount not exceeding a limit of \$12.00 per day and a total limit of \$4,380 payable to an *eligible injured person* as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his lifetime and which he would ordinarily have performed not for *income* but for the care and maintenance of himself and his *relatives*;

"*funeral expense benefits*" means an amount not exceeding \$1,000 for reasonable funeral, burial and cremation expenses incurred;

(Continued on Page 2)

"income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;
 "income continuation benefits" means an amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an income producer during his lifetime, as a result of bodily injury disability;
 "income producer" means a person who, at the time of the accident, was in an occupational status, earning or producing income;

"insured automobile" means an automobile with respect to which the named insured is required to maintain automobile liability insurance coverage under the New Jersey Automobile Reparation Reform Act, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;
 "medical expense benefits" means all reasonable expenses incurred for medical, surgical and dental treatment, professional nursing, hospital and rehabilitation services, x-ray and other diagnostic services, prosthetic devices, ambulance services, medication and other reasonable and necessary expenses incurred for treatment prescribed by persons licensed to practice medicine, surgery, psychology or chiropractic, or for any non-medical remedial treatment rendered in accordance with a recognized religious method of healing;
 "named insured" means the person or organization named as the insured in item 1 of the declarations. If the insured automobile is owned by a farm family co-partnership or corporation, the term "named insured" also includes the head of the household of each family designated in the policy as having a working interest in the farm;

"pedestrian" means any person who is not occupying a vehicle propelled by other than muscular power and designed primarily for use on highways, rails or tracks and includes any person who is entering into or alighting from such a vehicle;
 "private passenger automobile" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:
 (1) a private passenger or station wagon type automobile,
 (2) a pick-up or panel truck or delivery sedan, or
 (3) a utility automobile designed for personal use as a camper or motor home or for family recreational purposes; but a private passenger automobile does not include a motorcycle, an automobile used as a public or livery conveyance for passengers, a pick-up or panel truck, delivery sedan or utility automobile customarily used for business, occupational or professional purposes other than farming or ranching or a utility automobile customarily used for the transportation of passengers other than members of the user's family or their guests;

"relative" means a person related to the named insured by blood, marriage, or adoption (including a ward or foster child) who is a resident of the same household as the named insured;
 "survivor benefits" means the amount or amounts payable in the event of the death of an eligible injured person as determined in subdivision (1) or (2) hereof, as appropriate;
 (1) if the eligible injured person was an income producer at the time of the accident, an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of income resulting from his injury prior to his death;
 (2) if the eligible injured person ordinarily performed essential services for the care and maintenance of himself, of his family or family household, an amount not to exceed the difference between \$4,380 and all basic essential services benefits paid with respect to his injury prior to death.

Limit of Liability

Any amount payable by the company as personal injury protection benefits with respect to bodily injury shall be reduced by all amounts paid, payable or required to be provided under any workmen's compensation or employees temporary disability law, or any similar law or under Medicare provided under federal law.

The applicable limit on income continuation benefits applies separately to each full regular and customary work week of an eligible injured person. If his disability from work or employment consists of or includes only a part of such a week, the company shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the part week bears to the number of days in his full work week.

Policy Period: Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

Conditions

A. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the company or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or survivors shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the company by such eligible injured person, his legal representative or his survivors.

B. Medical Reports. Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the company written proof of claim, including full particulars of the nature and extent of the injury and treatment received and contemplated, and such other information as may assist the company in determining the amount due and payable. The eligible injured person shall submit to physical examination by physicians when and as often

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- e. to bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
 - f. to bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect;
 - g. to bodily injury sustained by any relative, if such relative is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;
 - h. to bodily injury sustained by any person, other than the named insured or any relative, if such person is entitled to personal protection benefits as a named insured or relative under the terms of any other policy with respect to such coverage;
 - i. to bodily injury sustained by any person, other than the named insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the named insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
 - j. to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless
 - (1) the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
 - (2) such bodily injury was a direct result of physical contact with
 - (a) equipment permanently mounted on such motor vehicle while such equipment was being operated or used, or
 - (b) property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or
 - (3) such bodily injury was sustained by a person while occupying such motor vehicle;
 - k. to bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises;
 - l. to bodily injury sustained by any person while occupying a public or livery conveyance for which security is maintained as required by Chapter 31 of the Michigan Insurance Code, unless such conveyance is an insured motor vehicle;
 - m. to bodily injury sustained by the named insured or any relative while occupying a motor vehicle owned or registered by the employer of the named insured or such relative for which security is maintained as required by Chapter 31 of the Michigan Insurance Code;
 - n. with respect to work loss and survivors' loss, to bodily injury sustained by any person, other than the named insured or any relative, while occupying any motor vehicle, other than the insured motor vehicle, which is being operated by the named insured or any relative outside the State of Michigan if neither the owner nor the registrant of such motor vehicle is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code.
2. under Coverage SS, to damage to
- a. any property while the insured motor vehicle is located for use as a residence or premises;
 - b. the property of any person while such person is using the insured motor vehicle without the express or implied consent of the named insured;
 - c. any property owned by the named insured or a relative if such named insured or relative was the owner, registrant or operator of a vehicle involved in the motor vehicle accident out of which the property damage arose;
 - d. any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an insured motor vehicle but is damaged by an insured motor vehicle and is parked in such a way as not to cause unreasonable risk of the damage which occurred;
 - e. any property suffered or caused intentionally by the claimant;
 - f. any property as a result of an accident involving a motor vehicle not owned by the named insured or any relative which is being operated by the named insured or any relative to the extent that security as required under Chapter 31 of the Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such motor vehicle;

8. any property accepted for transportation by a named insured who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be provided except for the application of a deductible.

Conditions

(Conditions 1, 8, 9 and 10 apply to Coverages QQ and SS. The other conditions apply only to the coverages noted thereunder.)

1. Policy Period: Territory. The insurance under Section I applies only to accidents which occur on or after October 1, 1973 and during the policy period and

a. under Coverage QQ, within the United States of America, its territories or possessions, or Canada;

b. under Coverage SS, in the State of Michigan.

2. Limits of Liability. Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident is limited as follows:

a. allowable expenses shall not include charges for a hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the eligible injured person requires special or intensive care;

b. the maximum amount payable for funeral and burial expenses shall not exceed \$1,000;

c. the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed \$1,000 or whatever other amount is established under Section 3107 (b) of Chapter 31 of the Michigan Insurance Code and such amount shall apply pro rata to any lesser periods of work loss, provided that

(1) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the company reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply;

(2) the maximum amount payable for work loss, other than loss of income, incurred by the eligible injured person shall not exceed \$20 per day;

d. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed \$1,000, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed \$20 per day;

e. any amount payable by the company under the terms of this coverage shall be reduced by the amount paid, payable or required to be provided under

(1) the laws of any state or the federal government;

(2) any elective deductible set forth in the schedule of this endorsement, or in the declarations of this policy or in any endorsement attached to and forming a part of this policy, provided that such deductible shall apply only to the named insured, and any relative.

3. Limits of Liability. Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this coverage applies, the total limit of the company's liability under this policy for all damage arising from one accident shall not exceed \$1,000,000.

Subject to the foregoing, the company's liability for property protection benefits shall not exceed the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

4. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of personal protection benefits payable under this coverage may not be commenced later than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the company within 1 year after the accident or unless the company has previously made a payment of personal protection benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced.

5. **Action Against the Company.** No action shall lie against the company unless, as a condition thereto, there shall have been full compliance with all terms of this endorsement, provided further that an action for recovery of property protection benefits payable under this coverage may not be commenced later than 1 year after the date of accident.
- Coverage SS**
6. **Duties in Event of Loss.** In the event of loss:
- Coverage SS**
- (a) the property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; however, reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
 - (b) within a reasonable time after loss, sworn proof of loss in such form and including such information as the company may reasonably require shall be filed with the company and, upon the company's request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
7. **Medical Reports; Proof of Claim.** As soon as practicable the eligible injured person or someone on his behalf shall give the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the company in determining the amount due and payable. The eligible injured person shall submit to physical or mental examinations by physicians selected by the company when and as often as the company may reasonably require.
- If requested by the company, such eligible injured person, someone on his behalf or his employer shall furnish a sworn statement of earnings by such eligible injured person since the date of the accident and for a reasonable time prior to the accident.
8. **Multiple Policies; Non-Duplication of Benefits.** Regardless of the number of motor vehicles insured or insurers (including self insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.
- Coverage QQ** If any eligible injured person is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.
9. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person and the damaged property, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of the person who has sustained bodily injury or loss to the company or any of its authorized agents as soon as practicable.
- Coverage QQ** If any eligible injured person, dependent survivor or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the company by such eligible injured person, dependent survivor or legal representative.
10. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment to any person under Section I of this endorsement
- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made and the company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury or property damage, his agent, his insurer, or a court having jurisdiction in the matter;
 - (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of such bodily injury or property damage;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - (d) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision;
- provided that this condition shall apply with respect to payment of benefits to any person under Coverage QQ only if such person is legally entitled to recover such benefits.

AID 000249

SECTION II

In consideration of the insurance afforded under Section I of this endorsement and the adjustment of applicable rates:

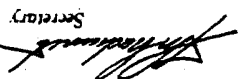
- (a) any amount payable under the protection against uninsured motorists coverage shall be reduced by the amount of any personal protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an eligible injured person;

- (b) any automobile medical payments coverage afforded under this policy is deleted, but this subsection (b) does not apply to any vehicle for which security is not required to be maintained by Chapter 31 of the Michigan Insurance Code.

- (c) any physical damage coverage afforded under this policy does not apply to the extent that Property Protection Insurance benefits are paid or payable as required by Chapter 31 of the Michigan Insurance Code.

- (d) any rental reimbursement coverage benefits afforded under this policy does not apply to the extent that similar benefits are paid or payable under Property Protection Insurance benefits as required by Chapter 31 of the Michigan Insurance Code.

THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY OF ILLINOIS
THE TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND
THE TRAVELERS INDEMNITY COMPANY OF AMERICA


Secretary

AID 000250

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage)

DECLARATIONS SCHEDULE

Forming part of Policy No. **TR-NSL-123T693-3-75**

No.	Designation of Contracts	Code	Premium Bases	Rates		Advance Premium	
				B.I.	P.D.	B.I.	P.D.
	All written contracts		(a) Cost (b) Sales	(a) Per \$100 of Cost (b) Per \$1000 of Sales			
							INCLUDED IN COMPOSITE
Minimum Premiums		B.I.	P.D.	Total			

I. Coverage Y—Contractual Bodily Injury Liability

Coverage Z—Contractual Property Damage Liability

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage Y—bodily injury or

Coverage Z—property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company is not entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such proceedings, or
- (2) any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any incidental contract;
- (b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or failure to render professional services by such insured, including
 - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (ii) supervisory, inspection or engineering services;
- (2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - (i) the preparation or approval of or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

- (d) to bodily injury or property damage for which the indemnitee may be held liable

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

- (f) to property damage to

- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

- (g) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

- (i) to loss of use of tangible property which has not been physically injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

(Continued on Page 2)

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When used as a premium base:

Description of Terms Used As Premium Base

AID 000252

Description of Terms Used As Premium Base

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a

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(d) to bodily injury or property damage arising out of operations, whether or not involving the use of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

This insurance does not apply:

Unless stated in the schedule for this insurance as not applicable, the following exclusions also apply to *contractual liability* assumed by the insured under any agreement relating to construction operations.

(ii) results from or is contributed to by any condition in any insured is liable, nor violation of or non-compliance with any governmental rule, regulation or law applicable thereto;

(i) is expected or intended from the standpoint of any insured or any person or organization for whose acts or omissions

apply to property damage resulting from fire or explosion arising out of any emission, discharge, escape, release or escape which neither

(2) to properly damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion (n) (2) does not

Water

arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of

(ii) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;

gaseous or thermal waste or pollutant (1) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any insured or any person or organization for whose acts or omissions any insured is liable or

(n) (1) (i) to bodily injury or property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid,

any known or suspected defect or deficiency therein;

such products or work form a part, if such products, work or property are withdrawn from the market or from use because of

(1) to damages claimed for the withdrawal, inspection, repair, replacement or loss of the named insured's products or work

(k) to property, damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(j) to property damage to the named insured's property arising out of such products or any part of such products;

insured;

property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by the named insured or its subcontractors or have been put to use by the named insured's subcontractors or work

**Protection Against
UNINSURED MOTORISTS INSURANCE COVERAGE PART**

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the *insured*, or
- (b) if the *insured* be a minor to his parent or guardian, or
- (c) if the *insured* be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

State Exception—Texas

As respects coverage applicable to an *insured highway vehicle* principally garaged in Texas, it is agreed that the insurance afforded hereunder with respect to accidents occurring either in Texas or while the *insured* is occupying an *insured highway vehicle* registered in Texas shall be amended as follows:

1. The first paragraph of 1. Coverage D—Uninsured Motorists (Damage for Bodily Injury) is replaced by the following:

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle*; provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so, the amount thereof, may be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration in accordance with the arbitration provision of this policy, or by judicial determination.

2. Additional Condition F is replaced by the following:

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree may, by agreement, be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

AID 000253

AMENDATORY ENDORSEMENT—NEW YORK

Effective from _____ At 12:01 A.M. Standard Time _____ Amending Policy numbered _____
 Issued to _____

The additional premium for this endorsement is \$ _____
 (The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

I. NEW YORK AUTOMOBILE ACCIDENT INDEMNIFICATION ENDORSEMENT

The company, agrees with the named insured, in consideration of the payment of the premium for this endorsement and subject to all terms of this endorsement:

INSURING AGREEMENTS

1. Damages for Bodily Injury Caused by Uninsured Automobiles

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

II. Definitions

(a) **Insured.** The unqualified word "insured" means:

- (1) the named insured and, while residents of the same household, his spouse and the relatives of either;
- (2) any other person while occupying
 - (i) an automobile owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
 - (ii) any other automobile while being operated by the named insured or such spouse, except a person occupying an automobile not registered in the State of New York, while used as a public or livery conveyance; and
- (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

(b) **Uninsured Automobile.** The term "uninsured automobile" means:

- (1) an automobile with respect to the ownership, maintenance or use of which there is, in the amounts specified in the New York Motor Vehicle Financial Security Act, neither (i) cash or securities on deposit with the New York Commissioner of Motor Vehicles nor (ii) a bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same disclaims liability or denies coverage thereunder, or

(2) a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

- (i) an automobile owned by the named insured or spouse;
- (ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law;
- (iii) an automobile which is owned by the United States of America, Canada, a state, a political sub-division of any such government or an agency of any of the foregoing;
- (iv) a land motor vehicle or trailer, if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
- (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(c) **Hit-and-Run Automobile.** The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the request of the company, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(d) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.

(e) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

III. Territory

This endorsement applies only to accidents which occur within the State of New York.

(Continued on page 2)

AID 000254

For
Company
Use
Only

DATE OF EXPIRATION	MODE OF ADJUSTMENT	LOCATION OF RISK	OFFICE AND NAME OF AGENT

EXCLUSIONS

- This endorsement does not apply:
- to bodily injury to an insured while operating an automobile in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained;
 - to bodily injury to an insured, or care or loss of services recoverable by an insured, without written consent of the company, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor;
 - so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

CONDITIONS

- Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident" and "Declarations".

- Premium.** If during the policy period the number of automobiles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manual in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company. If less, the company shall return to the named insured the unearned portion paid by such insured.

- Notice and Proof of Claim; Medical Reports.** Within 90 days or as soon as practicable, the insured or other person making claim shall give to the company written notice of claim under this endorsement.

- As soon as practicable** after written request by the company, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall be required to submit to examinations under oath by any person named by the company and subscribe the same. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

- The injured person** shall submit to physical examinations by physicians selected by the company when and as the company may reasonably require and he or in the event of his incapacity, his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

- Notice of Legal Action.** If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

- Limits of Liability.** (a) The limit of liability of the company for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is \$10,000 and, subject to the above provision, the total limit of liability of the company for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, whether insured or qualified persons under the New York Motor Vehicle Accident Indemnity Corporation law, as the result of any one accident is \$20,000.

- Other Insurance.** With respect to bodily injury to an insured while occupying an automobile not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for such coverage exceeds the applicable limit of liability of such other insurance.

- Arbitration.** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

- Trust Agreement.** In the event of payment to any person under this endorsement:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of such bodily injury;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision and, upon request of the company, shall attend hearings and trials and assist in securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings.

(Continued on page 3)

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9. **Payment of Loss by Company.** Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with sub-division (d) hereof.
10. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.
11. **Changes.** This endorsement embodies all agreements existing between the insured and the company relating to this insurance. Notice to or knowledge possessed by the company, any agent or any other person shall not effect a waiver or a change in this endorsement or estop the company from asserting any right under the terms of this endorsement.
12. **Assignment.** Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon; if, however, the named insured or his spouse if a resident of the same household, shall die, this endorsement shall cover (1) the survivor as named insured, (2) his legal representative as named insured but only while acting within the scope of his duties as such, and (3) any relative who was an insured at the time of such death.
13. **Policy Period—Termination.** This endorsement applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all automobiles owned by the named insured or spouse.
2. **LIMITATION OF FAMILY PROTECTION COVERAGE—NEW YORK**
It is agreed that such insurance as is afforded by the policy or by any endorsement used therewith, other than the New York Automobile Accident Indemnification Coverage, with respect to damages which the insured shall become legally entitled to recover from the owner or operator of an uninsured automobile, does not apply to any accident occurring within the State of New York.
3. **AMENDMENT OF CANCELLATION CONDITION—NEW YORK**
It is agreed that in the second sentence of the Cancellation Condition, the word "ten" is replaced by "twenty" and the following is added thereto:
"provided in the event of non-payment of premium, such notice shall state when not less than ten days thereafter such cancellation shall be effective".

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

AID 000256

HOSPITAL PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Forming part of Policy No. **TR-NSL-123T693-3-75**

Coverage	Limits of Liability		Total Advance Premium
O. Hospital Professional Liability	\$ 1,000,000	each claim	\$ INCLUDED IN COMPOSITE
	\$ 1,000,000	aggregate	

General Liability Hazards

Description of Hazards (State Name; whether operated not-for-profit; Kind of cases cared for; School of Medicine in charge)	Code No.	Premium Bases	Rates	Advance Premiums
		A-Beds B-Out-Patients Visits	A-Each B-Per 100 Out-Patients Visits	

Minimum Premium Per Location per Annum \$

(Continued on Page 2)

AID 000257

L 22

Gap Sheet

There is a gap between

~~PNYC~~
AID
000258

and

~~PNYC~~
AID
000258



AMENDING POLICY NO. TR-NSL-123T693-3-75

CA 09 10
(Ed. 1-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE**

**HIRED AUTOMOBILE LIMITATION
SCHEDULE**

1. Description of Automobile: ALL AUTOMOBILES OWNED BY:
2. All automobiles owned by CONSOLIDATED LEASING CORP, 507 S FLOWER ST
3. All hired automobiles for which the "purposes of use" are stated in the policy as LOS ANGELES CA 90017

It is agreed that, with respect to hired automobiles for which the premium basis is "cost of hire",

- (a) the insurance does not apply with respect to any such automobile which is described or designated in the Schedule of this endorsement, unless otherwise indicated by issuance of the "Hired Automobiles—Specified Car Basis" endorsement to form a part of the policy; and
- (b) the cost of hire of any such described or designated automobile is inapplicable with respect thereto.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CA 09 10 (Ed. 1-74)

AID 000259

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE**

HIRED AUTOMOBILES—SPECIFIED CAR BASIS

Description of Automobile:

ALL HIRED AUTOMOBILES

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions:

1. The insurance applies to the named insured, as rentee of such automobile, in the same manner as if he were the owner thereof; and, when used in reference to the insurance afforded by this endorsement, "named insured" includes an individual named insured.
2. Subject otherwise to the "Persons Insured" provision, the insurance covers as an insured the owner, any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee, but only while such automobile is being used in the business of the named insured, or by or on behalf of the named insured for personal or pleasure purposes, and subdivision (ii) of the sentence beginning "Persons Insured" in such provision is amended accordingly.
3. The insurance applies as primary insurance.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CA 09 12 (Ed. 1-74)

AID 000260

(Georgia)

II. PERSONS INSURED

Schwermetalle

Description of Insured Highway Vehicle:

☒ An owned automobile under Part I of the policy

☐ A private passenger automobile owned by the named insured

☐ Owned by the named insured

☐ Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement thereof.

☐ Any mobile equipment owned by the named insured.

This insurance does not apply:

- (a) to bodily injury or property damage with respect to which the insured, his legal representative, or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured, or any relative resident in the same household as the named or designated insured;
- (c) so as to inure, directly or indirectly, to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
- (d) to the first \$250 of the amount of property damage to the property of each insured as the result of any one accident;
- (e) so as to inure directly or indirectly to the benefit of any insurer of property;
- (f) to property damage for which the insured has been compensated by other property or physical damage insurance.

Page 1 of 3

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insured under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) highway vehicles to which this insurance applies.

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the provisions of this vision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.
- (c) If claim is made under this insurance and claim is also made against any person or organization who is an insured under the bodily injury liability or property damage liability coverage of the policy because of bodily injury or property damage sustained in an accident by a person who is an insured under this insurance:
- (1) any payment made under this insurance to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability or property damage liability coverage; and
 - (2) any payment made under the bodily injury liability or property damage liability coverage to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this insurance.
- (d) Any amount payable to an insured under the terms of this insurance shall be reduced by (1) all sums paid to such insured for bodily injury or property damage by or on behalf of the person or organization legally liable therefor and (2) the amount paid and the present value of all amounts payable to such an insured under any workmen's compensation law, exclusive of non-occupational disability benefits.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the Schedule under Designated Insured;

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes an accident resulting in bodily injury to an insured or property damage arising out of physical contact of such vehicle (1) with the insured or (2) with an insured highway vehicle, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 10 days or as soon as practicable to the Georgia Director of Public Safety, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the schedule as an insured highway vehicle to which the bodily injury and property damage liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse or either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

- (i) under subparagraphs (a) and (b) above, a vehicle unless being used by or with the permission of the named or designated insured or of the spouse of either if a resident of the same household; or
- (ii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured;

"occupying" means in or upon or entering into or alighting from;

"property damage" means injury to or destruction of: (1) an insured highway vehicle owned by the named insured or his spouse, if a resident of the same household; and (2) any property owned by an insured under (a) or (b) of the Persons Insured provision while contained in such insured highway vehicle;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified in Section 56-407A of the Georgia Insurance Code, neither (i) cash or securities on file with the Georgia Director of Public Safety nor (ii) a bodily injury and property damage liability bond or insurance policy, applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same either (a) has legally denied coverage thereunder, or (b) is or becomes insolvent provided the insured gives the company

notice of the pendency of any legal proceeding against such insolvent company of which he may have knowledge, within a reasonable time and before he enters into any negotiation or arrangement with such insolvent company and before the company is prejudiced by any action or nonaction of his with respect to the determination of the insolvency of such company; or

- (b) a hit-and-run vehicle;

but the term "uninsured highway vehicle" shall not include:

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned by or furnished for the regular use of the named insured, his spouse, or a relative of either who is a resident of the same household.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Subrogation", "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse and registered or principally garaged in Georgia or the number of Georgia dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manual in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage.

E. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar bodily injury insurance available to him and applicable to the accident, the damages for bodily injury shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears

to the sum of the applicable limits of liability of this insurance and such other insurance.

G. Payment of Loss by the Company.

Any amount due hereunder is payable to the insured or his legal representative.

H. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this coverage.

I. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.



UNINSURED MOTORISTS INSURANCE

(New Jersey)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule

Designated Insured: _____

Limits of Liability: Bodily Injury \$15,000 each person
\$30,000 each accident
Property Damage \$ 5,000 each accident

Advance Premium \$ INCL IN COMPOSITE

Description of Insured Highway Vehicles:

Any highway vehicle registered or principally garaged in New Jersey which is:

(check appropriate box)

- ☒ An owned automobile under Part I of the policy
☐ A private passenger automobile owned by the named insured
☐ Owned by the named insured
☐ Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
☐ Any mobile equipment owned by the named insured

I. COVERAGE UNINSURED MOTORISTS

(Damages for Bodily Injury and Property Damage Caused by Uninsured Highway Vehicles)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
- (c) to property contained in or struck by a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, but this exclusion does not apply to property of the named insured or his relatives while contained in or struck by a highway vehicle owned by a designated insured or his relatives;

- (d) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
- (e) to the first \$100 of the amount of property damage to the property of each insured as the result of any one accident;
- (f) so as to inure directly or indirectly to the benefit of any insurer of property;
- (g) to property damage arising out of the ownership, maintenance or use of a hit-and-run vehicle.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) highway vehicles to which this insurance applies,

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.
- (c) Any amount payable under the terms of this insurance because of bodily injury or property damage sustained in an accident by a person who is an insured shall be reduced by
- (1) all sums paid on account of such bodily injury or property damage by or on behalf of
- (i) the owner or operator of the uninsured highway vehicle and
- (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury or property damage,

including all sums paid under the bodily injury or property damage liability coverage of the policy, and

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- (d) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury or property damage liability coverage of the policy.
- (e) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Page 1 of 3

which represents expenses for medical services paid or payable under the medical payments or medical expense coverage of the policy or which represents loss paid or payable to the insured under any automobile physical damage insurance of the policy.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured and also includes his spouse, if a resident of the same household;

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means (i) a highway vehicle which causes an accident resulting in bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, or (ii) a highway vehicle which without physical contact with the insured or with a vehicle which the insured is occupying at the time of the accident causes bodily injury to an insured arising out of an accident in New Jersey, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle; and
- (b) the insured or someone on his behalf shall have reported the accident within 48 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident; and
- (d) with respect to subdivision (ii) the facts of such accident can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the schedule as an insured highway vehicle to which the bodily injury and property damage liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"named insured" means the individual named in item 1 of the declarations and also includes his spouse, if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"property damage" means injury to or destruction of (i) an insured highway vehicle owned by the named insured or his spouse, if a resident of the same household, (ii) any property owned by an insured under (a) or (b) of the Persons Insured provision while contained in such insured highway vehicle and (iii) any property owned by an insured under (a) of the Persons Insured provision while contained in any insured highway vehicle;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury and property damage liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or
- (b) a hit-and-run vehicle, but only with respect to bodily injury caused thereby;

but the term "uninsured highway vehicle" shall not include:

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any vehicle financial responsibility law, motor carrier law or any similar law,
- (iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reason-

ably require and he, in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

With respect to property damage, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance of any kind applicable to such property damage, and this insurance shall apply only in the amount by which the limit of liability for this coverage exceeds the amount recoverable under such other insurance.

G. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either,

the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

H. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

I. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

J. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this coverage.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

**UNINSURED MOTORISTS INSURANCE**
(Maryland)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule

Designated Insured: _____
 Limits of Liability: Bodily Injury \$ 20,000 each person
 \$ 40,000 each accident
 Property Damage \$ 5,000 each accident
 Advance Premium \$ **INCL IN COMPOSITE**

Description of Insured Highway Vehicle:

- Any highway vehicle registered in Maryland which is: (check appropriate box)
- ☒ An owned automobile under Part I of the policy
 - ☐ A private passenger automobile owned by the named insured
 - ☐ Owned by the named insured
 - ☐ Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
 - ☐ Any mobile equipment owned by the named insured

I. COVERAGE UNINSURED MOTORISTS

(Damages for Bodily Injury and Property Damage Caused by Uninsured Highway Vehicles)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No default judgment against any known person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, as to the establishment of legal liability or of the amount of damages to which the insured is legally entitled.

Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured;
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
- (d) to the first \$100 of the amount of property damage to the property of each insured as the result of any one accident;
- (e) so as to inure directly or indirectly to the benefit of any insurer of property;
- (f) to property damage for which the insured has been compensated by other property or physical damage insurance.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) highway vehicles to which this insurance applies,

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of anyone accident.
- (b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.
- (c) If claim is made under this insurance and claim is also made against any person or organization who is an insured under the bodily injury liability or property damage liability coverage of the policy because of bodily injury or property damage sustained in an accident by a person who is an insured under this insurance:
 - (1) any payment made under this insurance to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability or property damage liability coverage; and
 - (2) any payment made under the bodily injury liability or property damage liability coverage to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this insurance.
- (d) Any amount payable to an insured under the terms of this insurance shall be reduced by (1) all sums paid to such insured for bodily injury or property damage by or on behalf of the person or organization legally liable therefor and (2) the amount paid and the present value of all amounts payable to such an insured under any workmen's compensation law, exclusive of non-occupational disability benefits.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured;

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes an accident resulting in bodily injury to an insured or property damage arising out of physical contact of such vehicle (1) with the insured or (2) with an insured highway vehicle, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the schedule as an insured highway vehicle to which the bodily injury and property damage liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

- (i) under subparagraphs (a) and (b) above, a vehicle unless being used by or with the permission of the named or designated insured or of the spouse of either if a resident of the same household; or
- (ii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured;

"occupying" means in or upon or entering into or alighting from:

"property damage" means injury to or destruction of (1) an insured highway vehicle owned by the named insured or his spouse, if a resident of the same household, and (2) any property owned by an insured under (a) or (b) of the Persons Insured provision while contained in such insured highway vehicle;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified in Section 7-101 of Article 66 1/2 of the Annotated Code of Maryland, neither (i) cash or securities on file with the Administrator of the Department of Motor Vehicles of the State of Maryland nor (ii) a bodily injury and property damage liability bond or insurance policy, applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same either (a) has legally denied coverage thereunder, or (b) is or becomes insolvent provided the insured gives the company notice of the pendency of any legal proceeding against such insolvent company of which he may have knowledge, within a reasonable time and before he enters into any negotiation or arrangement with such

insolvent company and before the company is prejudiced by any action or nonaction of his with respect to the determination of the insolvency of such company; or

- (b) a hit-and-run vehicle;

but the term "uninsured highway vehicle" shall not include:

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned by or furnished for the regular use of the named insured, his spouse, or a relative of either who is a resident of the same household,
- (iii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- (iv) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse and registered or principally garaged in Maryland or the number of Maryland dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage.

E. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible

for the use of a high- vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar bodily injury insurance available to him and applicable to the accident, the damages for bodily injury shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

G. Payment of Loss by the Company.

Any amount due hereunder is payable to the insured or his legal representative.

H. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this coverage.

I. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance

with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

J. Reimbursement and Trust Agreement.

In the event of payment to any person under this endorsement:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; and the company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter;
- (b) such person shall hold in trust for the benefits of the company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

K. Subrogation.

In the event of any payment under this endorsement, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.



UNINSURED MOTORISTS INSURANCE

(Kansas)

THIS FORM PROTECTS INSURED WHO ARE NOT CONTRIBUTORILY NEGLIGENT AGAINST BODILY INJURY CAUSED BY NEGLIGENT UNINSURED AND HIT-AND-RUN MOTORISTS.

Schedule

Designation of named insured for purposes of this endorsement _____

Limits of Liability: \$ 15,000 each person; \$ 30,000 each accident.
The advance premium for this endorsement is \$ INCL IN COMPOSITE

Description of Insured Automobiles:

Check appropriate box

- ☒ Any automobile owned by the principal named insured
- ☐ Any private passenger type automobile owned by the principal named insured
- ☐ Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured
- ☐ Any automobile designated in the declarations of the policy and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor.

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

Insuring Agreements

I. Damages for Bodily Injury Caused by Uninsured Motor Vehicles.

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

II. Definitions

(a) "insured" means:

- (1) the named insured as stated in the policy (herein also referred to as the "principal named insured") and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either;
- (2) any other person while occupying an insured automobile; and
- (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

(b) "insured automobile" means an automobile:

- (1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies;

- (2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

- (3) while being operated by a named insured or by his spouse if a resident of the same household;

but the term "insured automobile" shall not include:

- (i) an automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;
- (ii) an automobile while being used without the permission of the owner;
- (iii) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by any named insured designated in the schedule or by any resident of the same household as such insured; or
- (iv) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household.

(c) "uninsured motor vehicle" means:

- (1) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

- (2) a hit-and-run vehicle as defined;

but the term "uninsured motor vehicle" shall not include:

- (i) an insured automobile,
 - (ii) a motor vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
 - (iii) a motor vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing,
 - (iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle, or
 - (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.
- (d) "hit-and-run vehicle" means a vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run vehicle"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

AID 000270

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Gap Sheet

There is a gap between

~~PNYC~~

AID

000271

and

~~PNYC~~

AID

000271

**UNINSURED MOTORISTS INSURANCE**
(New Mexico)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule:

Designated Insured: _____
Limits of Liability: Bodily Injury \$ 10,000 each person
\$ 20,000 each accident
Property Damage \$ 5,000 each accident

Advance Premium \$ INCL IN COMPOSITE

Description of Insured Highway Vehicles:

- ☒ Any highway vehicle registered or principally garaged in New Mexico which is:
(check appropriate box)
- ☒ An owned automobile under Part I of the policy
☐ A private passenger automobile owned by the named insured
☐ Owned by the named insured
☐ Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
☐ Any mobile equipment owned by the named insured

I. COVERAGE UNINSURED MOTORISTS

(Damages for Bodily Injury and Property Damage Caused by Uninsured Highway Vehicles)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
- (c) to property contained in or struck by a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, but this exclusion does not apply to property of the named insured or his relatives while contained in or struck by a highway vehicle owned by a designated insured or his relatives;

- (d) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
- (e) to the first \$250 of the amount of property damage to the property of each insured as the result of any one accident;
- (f) so as to inure directly or indirectly to the benefit of any insurer of property.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) highway vehicles to which this insurance applies,

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.
- (c) Any amount payable under the terms of this insurance because of bodily injury or property damage sustained in an accident by a person who is an insured shall be reduced by
- (1) all sums paid on account of such bodily injury or property damage by or on behalf of
- (i) the owner or operator of the uninsured highway vehicle and
- (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury or property damage,
- including all sums paid under the bodily injury or property damage liability coverage of the policy, and
- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- (d) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury or property damage liability coverage of the policy.
- (e) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an insured highway vehicle which represents expenses for medical services paid or payable

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

under the medical payments or medical expense coverage of the policy or which represents loss paid or payable to the insured under any automobile physical damage insurance of the policy.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured;

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes an accident resulting in bodily injury to an insured or property damage arising out of physical contact of such vehicle with the person or property of the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the schedule as an insured highway vehicle to which the bodily injury and property damage liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"property damage" means injury to or destruction of (i) an insured highway vehicle owned by the named insured or his spouse, if a resident of the same household, (ii) any property owned by an insured under (a) or (b)

of the Persons Insured provision while contained in such insured highway vehicle and (iii) any property owned by an insured under (a) of the Persons Insured provision while contained in any insured highway vehicle;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury and property damage liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

- (b) a hit-and-run vehicle;

but the term "uninsured highway vehicle" shall not include:

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- (iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and

cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured, and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar bodily injury insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

With respect to property damage, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance of any kind applicable to such property damage, and this insurance shall apply only in the amount by which the limit of liability for this coverage exceeds the amount recoverable under such other insurance.

G. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators

may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

H. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

I. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

J. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this coverage.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

company shall not be liable under this endorsement for a greater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limits of liability of all valid and collectible insurance against such loss.

G. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury or property damage sustained by the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of such person, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

H. Trust Agreement.

In the event of payment to any person under this endorsement:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

I. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

J. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

K. This endorsement replaces any other provisions of the policy, including any endorsement attached thereto, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured automobile or a hit-and-run vehicle.

behalf shall have reported the accident within 24 hours or as soon thereafter as may be practicable to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall within a reasonable time have given notice to the company of his injury, the extent thereof, and the time, date and place of such injury; and (iii) at the company's request, the insured or his legal representative makes available for inspection any automobile which the insured was occupying at the time of the accident.

- (e) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.
- (f) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

III. Policy Period, Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

Exclusions

This endorsement does not apply:

- (a) to bodily injury to an insured, care or loss of services recoverable by an insured or injury to or destruction of property of an insured, with respect to which such insured or his legal representative shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
- (c) so as to inure directly or indirectly to the benefit of any insurer of property;
- (d) to injury to or destruction of an automobile, or the contents thereof, other than an insured automobile as defined herein.

Conditions

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or Other Provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Notice of the Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of automobiles owned by the named insured and registered or principally garaged in North Carolina or the number of North Carolina dealers license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

After notice of claim, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage.

D. Notice of Legal Action Under North Carolina G.S. 20-279.21 (b) (3).

No legal action for bodily injury or property damage against any person or organization alleged to be legally responsible for the use of an automobile involved in the accident shall be initiated by the insured until 60 days following the posting of notice to the company at the address shown on the policy or after personal delivery of such notice to the company or its agent setting forth the belief of the insured that the prospective defendant or defendants are uninsured motorists. The company shall not be bound by a final judgment taken by the insured against an uninsured motorist unless the company has been served with copy of summons, complaint or other process against the uninsured motorist.

E. Limits of Liability.

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) automobiles to which this insurance applies:

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provisions respecting each person, the limit of such liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) The limit of property damage liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more insureds as the result of any one accident.
- (c) If claim is made under this endorsement and claim is also made against any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages of the policy because of bodily injury or property damage sustained in an accident by a person who is an insured under this endorsement:
 - (1) any payment made under this endorsement to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages; and
 - (2) any payment made under the Bodily Injury Liability or Property Damage Liability coverages to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this endorsement.
- (d) Any amount payable to an insured under the terms of this endorsement shall be reduced by (1) all sums paid to such insured for bodily injury or property damage by or on behalf of a person legally liable therefor, (2) the amount paid and the present value of all amounts payable to such an insured under any workmen's compensation law, exclusive of non-occupational disability benefits and (3) the amount paid or payable to such an insured under any policy of property insurance.

F. Other Insurance.

With respect to bodily injury to an insured, if the insured has other similar insurance available to him against a loss covered by this endorsement, the

AID 000276

**UNINSURED MOTORISTS INSURANCE**

(Specified Car Basis)

(North Carolina)

In consideration of the payment of the premium for this endorsement, the company agrees with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

Schedule**Limits of Liability:**

Bodily Injury \$ 15,000 each person; \$ 30,000 each accident
Property Damage \$ 5,000 each accident

The additional premium for this endorsement is \$ 14

Insuring Agreements**I. Damages for Bodily Injury and Property Damage Caused by Uninsured Automobiles**

To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of:

- (a) bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured;
- (b) injury to or destruction of the property of such insured, hereinafter called "property damage", with a limit in the aggregate for all insureds in any one accident as set forth in the property damage schedule of this endorsement, and subject, for each insured, to an exclusion of the first One Hundred Dollars (\$100) of such damages;

caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile.

For the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree and the insured so demands, by arbitration; but if the insured elects not to arbitrate, the liability of the company shall be determined only in an action against the company. In any action against the company, except an action to determine whether an automobile is an uninsured automobile, the company may require the insured to join such person or organization as a party defendant.

II. Definitions

(a) **Insured.** With respect to the bodily injury coverage afforded under this endorsement, the unqualified word "insured" means:

- (1) the named insured;
- (2) any person while occupying an insured automobile; and
- (3) any person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies.

With respect to the property damage coverage afforded under this endorsement, the unqualified word "insured" means:

- (1) the named insured; and
- (2) any other person using an insured automobile.

The insurance applies separately with respect to each insured under this endorsement, but neither this provision nor application of the insurance to more than one insured shall operate to increase the limits of the company's liability.

(b) **Insured Automobile.** The term "insured automobile" means:

- (1) an automobile owned by the named insured which, as of the inception date of this endorsement, is registered or

principally garaged in North Carolina, or which has become registered or principally garaged in North Carolina during the policy period;

- (2) any automobile owned by the named insured to which is attached North Carolina dealers license plates issued to the named insured;

and to which the liability coverage of the policy applies, while such automobile is being used by or with the permission of the named insured as stated in the policy but shall not include an automobile while used as a public or livery conveyance unless such use is specifically declared and described in this endorsement.

(c) **Uninsured Automobile.** The term "uninsured automobile" means:

- (1) with respect to damages for bodily injury and property damage an automobile or other vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified in Subsection (c) of Section 20-279.5 of the North Carolina Motor Vehicle Safety and Financial Responsibility Act, neither (i) cash or securities on file with the North Carolina Commissioner of Motor Vehicles nor (ii) a bodily injury and property damage liability bond or insurance policy, applicable to the accident with respect to any person or organization legally responsible for the use of such automobile or vehicle, or with respect to which there is a bodily injury and property damage liability insurance policy applicable at the time of the accident but the company writing the same either (a) denies coverage thereunder or (b) has become bankrupt or is unable to make payment because of insolvency occurring within three years after such accident (a written statement by the liability insurer whose name appears on the certification of financial responsibility made by the owner of any vehicle involved in an accident with the insured that such other motor vehicle is not covered by insurance at the time of the accident with the insured shall operate as a prima facie presumption that the operator of such other motor vehicle was uninsured at the time of the accident with the insured); or
- (2) with respect to damages for bodily injury only a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

- (i) a vehicle owned by the named insured;
- (ii) a vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (iii) a vehicle which is owned by the United States of America, Canada, a state, or any agency of any of the foregoing excluding political subdivisions thereof;
- (iv) a vehicle if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
- (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

- (d) **Hit-and-Run Automobile.** The term "hit-and-run automobile" means an automobile, other than one in which an insured is a passenger, which causes an accident resulting in bodily injury to an insured, arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided: (i) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (ii) the insured or someone on his

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Except as provided in foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

G. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance. If agreement by arbitration is not reached within three months from date of demand, the insured or his legal representative may institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident.

H. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

- (c) such person shall do what is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

I. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

J. Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this insurance.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

"designated insured" means an individual named in the schedule under Designated Insured and also includes his spouse, if a resident of the same household;

"highway vehicle" means a self-propelled land motor vehicle or trailer, other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes bodily injury arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle to which the bodily injury liability coverage of the policy applies and which is:

- (a) described in the schedule as an insured highway vehicle;
- (b) being used temporarily as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (c) being operated by the named or designated insured or, if a resident of the same household, a relative of either;

but the term "insured highway vehicle" shall not include:

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"named insured" means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle;

but the term "uninsured highway vehicle" shall not include:

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- (iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.



UNINSURED MOTORISTS INSURANCE

(Oklahoma)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule

Designated Insured: _____
Limits of Liability: Bodily Injury: \$ 5,000 each person
\$ 10,000 each accident

Advance Premium \$ INCL IN COMPOSITE

Description of Insured Highway Vehicles:

Any highway vehicle registered or principally garaged in Oklahoma which is:

(check appropriate box)

- ☒ An owned automobile under Part I of the policy
☐ A private passenger automobile owned by the named insured
☐ Owned by the named insured
☐ Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement thereof
☐ Any mobile equipment owned by the named insured
☐ _____

I. COVERAGE UNINSURED MOTORISTS

(Damages for Bodily Injury Caused by Uninsured Highway Vehicles)

The company will pay in accordance with Title 36 Oklahoma Statutes 1961 all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

- (a) to bodily injury with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
(b) any other person while occupying an insured highway vehicle; and
(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this insurance applies,

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.

- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured shall be reduced by

- (1) all sums paid on account of such bodily injury by or on behalf of
(i) the owner or operator of the uninsured highway vehicle and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the bodily injury liability coverage of the policy and

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization insured under the bodily injury liability coverage of the policy.

- (d) Any payment made under this insurance to or for any insured which represents expenses for medical services shall be applied in reduction of the amount of expenses to which the medical payments or medical expense coverage of the policy applies.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



UNINSURED MOTORISTS INSURANCE

(Specified Car Basis)

(Virginia)

CP 04 76

(Ed. 1-74)

In consideration of the payment of the premium for this endorsement, the company agrees with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

Schedule

Limits of Liability:

Bodily Injury \$ _____ each person
\$ _____ each accident
Property Damage \$ _____ each accident

The additional premium for this endorsement is \$ _____

Insuring Agreements

I. Damages for Bodily Injury and Property Damage Caused by Uninsured Motor Vehicles

To pay, in accordance with Section 38.1-381 of the Code of Virginia and all Acts amendatory thereof or supplementary thereto, all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of:

- bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured;
- injury to or destruction of (1) an insured automobile and its contents and (2) any other property (except an automobile) owned by an insured and located in Virginia, hereinafter called "property damage";

caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle.

II. Definitions

- Insured.** The unqualified word "insured" means:
 - the named insured;
 - any other person while occupying an insured automobile; and
 - any person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies.

The insurance applies separately with respect to each insured hereunder, but neither this provision nor application of the insurance to more than one insured shall operate to increase the limits of the company's liability.

- Insured Automobile.** The term "insured automobile" means:
 - an automobile owned by the named insured and registered in Virginia;
 - any automobile owned by the named insured to which is attached Virginia dealer's license plates issued to the named insured;

with respect to which the bodily injury and property damage liability coverages of the policy apply.

- Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means:

- a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified in the Virginia Motor Vehicle Safety Responsibility Act, neither (i) cash or securities on file with the Virginia Commissioner of Motor Vehicles nor (ii) a bodily injury and property damage liability bond or insurance policy, applicable at the time of the accident with respect

to any person or organization legally responsible for the use of such vehicle, or with respect to which there is such a bond or insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent or denies coverage thereunder; or

- a hit-and-run vehicle as defined;

but the term "uninsured motor vehicle" shall not include:

- a motor vehicle which is owned or operated by a self-insurer within the meaning of the Virginia Motor Vehicle Safety Responsibility Act or any motor carrier law or similar law;
 - a motor vehicle which is owned by the United States of America, the State of Virginia, a political subdivision thereof, or an agency of any of the foregoing;
 - a vehicle operated on rails or while located for use as a residence or premises and not as a vehicle; or
 - a vehicle or other equipment designed for use principally off public roads, except while actually upon public roads.
- (d) **Hit-and-Run Vehicle.** The term "hit-and-run vehicle" means a vehicle which causes an accident resulting in bodily injury to an insured or property damage, provided: (i) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run vehicle"; and (ii) the insured or someone on his behalf shall have reported the accident within 5 days or as soon as practicable to the Commissioner of Motor Vehicles.
- (e) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.

III. Policy Period; Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

Exclusions

This endorsement does not apply:

- to bodily injury to an insured, care or loss of services recoverable by an insured or injury to or destruction of property of an insured, with respect to which such insured or his legal representative shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- to the first two hundred dollars of the total amount of all property damage as the result of any one accident;
- so as to inure directly or indirectly to the benefit of any insurer of property.

Conditions

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Subrogation", "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of automobiles owned by the named insured and registered in Virginia or the number of Virginia dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

With respect to claims alleged to have arisen out of the ownership, maintenance or use of a hit-and-run automobile if the insured has not obtained a judgment against John Doe, the liability of the uninsured motorist may be established, as between the insured and the company, by filing with the company within a reasonable time after the accident a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, setting forth the facts in support thereof, and shall present clear and convincing evidence that there was a hit-and-run automobile involved in the accident.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

E. Limits of Liability.

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) automobiles to which this insurance applies.

- (a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability

for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of such liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.

- (b) The limit of property damage liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more insureds as a result of any one accident.
- (c) If claim is made hereunder and claim is also made against any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages of the policy because of bodily injury or property damage sustained in an accident by a person who is an insured hereunder, any payment made hereunder to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages.
- (d) Any amount payable hereunder because of bodily injury or property damage sustained in an accident by a person who is an insured under this coverage shall be reduced by all sums paid on account of such injury or damage by or on behalf of the owner or operator of the uninsured automobile.
- (e) Any amount recoverable as damages because of bodily injury or property damage sustained in an accident by a person who is an insured under this coverage shall be reduced by all sums paid on account of such injury or damage by or on behalf of any person or persons jointly or severally liable together with the owner or operator of the uninsured automobile for such injury or damage including all sums paid under the Bodily Injury Liability or Property Damage Liability coverages of the policy.

F. Other Insurance.

With respect to bodily injury to an insured while occupying an automobile not owned by the named insured, the insurance hereunder shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance.

Except as provided in the foregoing paragraph, if the insured has other similar bodily injury insurance available to him and applicable to the accident, the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

With respect to property damage, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance of any kind applicable to such property damage.

G. Payment of Loss by the Company.

Any amount due hereunder is payable to the insured or his legal representative.

AMENDING POLICY NO. TR-NSL-123T693-3-75CP 09 23
(Ed 1-74)

NOT APPLICABLE TO TX

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE****USE OF OTHER AUTOMOBILES COVERAGE—LIMITED FORM****SCHEDULE**

The insurance afforded because of the naming below of any individual or partnership is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such individual or partnership.

Name of Individual or Partnership:	Bodily Injury Liability	Premium Property Damage Liability	Automobile Medical Payments
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SEE END 8000(0)

INCLUDED IN COMPOSITE

Total Premium \$

It is agreed that such insurance as is afforded by the policy, under the **bodily injury liability** and **property damage liability** coverages and division 1 of the **Automobile Medical Payments** coverage, with respect to any **owned private passenger automobile** covered under the policy also applies with respect to any other automobile, subject to the following additional provisions:

1. Persons Insured

With respect to the insurance afforded by this endorsement for **bodily injury liability** and for **property damage liability** the "Persons Insured" provision policy is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- (a) each individual named in the schedule of this endorsement and while a resident of the same household, the spouse of such individual, and
- (b) any other person or organization, not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

2. Exclusions

This insurance does not apply:

- (a) to any insured while engaged in the business of his employer with respect to **bodily injury** to a fellow employee of such insured injured in the course of his employment;
- (b) to any insured while employed in or otherwise engaged in duties in connection with an **automobile business**;
- (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;
- (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;
- (e) to any **automobile** owned by or furnished or available for the regular use of such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;
- (f) to any **automobile** while used in the business or occupation of the named individual or spouse except a **private passenger automobile** operated or occupied by such named individual, spouse, or a private chauffeur or domestic servant of such named individual or spouse;
- (g) to any **automobile** while used by any insured as a public or livery conveyance; but this exclusion does not apply to **bodily injury** or **property damage** which results from the insured's occupancy of such automobile other than as the operator thereof.

3. Excess Insurance. The insurance afforded by this endorsement for **Bodily Injury liability** and **Property Damage liability** shall be excess over any over valid and collectible insurance, whether primary, excess or contingent, available to the insured.

The insurance afforded by this endorsement for **Automobile Medical Payments** shall be excess over any other valid and collectible automobile medical payments or automobile medical expense insurance, whether primary, excess or contingent.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

The Public Utilities Commission of the State of Colorado
UNIFORM PUBLIC LIABILITY AND PROPERTY DAMAGE ENDORSEMENT

The policy to which this endorsement is attached is written in pursuance of, and is to be construed in accordance with, any one or more of the following laws of the State of Colorado:

Chapter 115-9-10—C.R.S. 1963
Chapter 115-11-9—C.R.S. 1963
Chapter 115-10-6—C.R.S. 1963

and the Rules and Regulations of the Public Utilities Commission of the State of Colorado adopted thereunder and applicable to the Insured. In consideration of the premium stated in the policy to which this endorsement is attached, the Insurer hereby waives a description of the motor vehicle or motor vehicles to be insured thereunder, and agrees to pay any final judgment within the limits set forth in the policy or endorsements attached thereto, for injury to, and/or death of persons (with the exception of any employee of the Assured) and damage to property (excluding property of the Assured or property which is rented or leased by the Assured or property other than the baggage of passengers in the custody of the Assured or carried in or upon any automobile of the Assured) resulting from the ownership, maintenance or use of any and all motor vehicles and/or trailers, pursuant to a Certificate of Public Convenience and Necessity or a Permit issued by the Public Utilities Commission of the State of Colorado, and further agrees that upon the failure of the Insurer to pay any such final judgment, such judgment creditor may maintain an action in any court of competent jurisdiction to compel such payment. It is understood and agreed by and between the Insurer and the Assured that the right of any person to recover hereunder shall not be affected by any act or omission of the Assured or of any employee of the Assured with regard to any condition or requirement of said policy, but all the terms and conditions of the policy shall remain in full force and be binding as between the Insurer and the Assured; and the Insurer shall be reimbursed by the Assured for any and all loss, costs or expenses paid or incurred by the Insurer which the Insurer would not be obligated to pay under the provisions of the policy independently of this endorsement.

MINIMUM SCHEDULE

*On each motor vehicle used for the transportation of persons and/or property:

Passenger Capacity	Not to Exceed for Death or Injury to:		Property Damage
	Any One Person	All Persons	
12 or less	\$25,000	\$ 50,000	\$5,000
13 to 18, inclusive	25,000	70,000	5,000
19 to 24, inclusive	25,000	90,000	5,000
More than 24	25,000	100,000	5,000

**On vehicles used for the transportation of property: For death or injury to any one person, \$25,000; all persons, \$50,000; property damage, \$5,000.

All conditions and provisions of this policy, and any statements or agreements contained therein or endorsed thereon in conflict with this endorsement are, by agreement of all parties hereto, held null and void insofar as they are in conflict herewith.

The policy to which this endorsement is attached shall not be cancelled until after ten days notice in writing shall have first been given by the Insurance Company or its authorized agent to the Public Utilities Commission of the State of Colorado, at its office at Denver, Colorado, said ten days notice to commence to run from the date the date notice is actually received at the office of the Commission **AND TO BE ON PAPER 8½ INCHES BY 11 INCHES.**

ATTACHED TO AND FORMING A PART OF POLICY NO. TR-NSL-123T695-3-75

issued by the **TRAVELERS INDEMNITY COMPANY** ~~Insurance Company~~
to **THE ANACONDA COMPANY ETAL PER END 8000(A)**

*Eliminate reference to transportation of passengers when endorsement is attached to policy issued to a property carrier only.
**Eliminate reference to transportation of property when endorsement is attached to policy issued to a passenger carrier only.
Full schedule applies to carrier of both passengers and property.

THIS FORM OF ENDORSEMENT IS REQUIRED TO BE ATTACHED TO THE POLICY OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE BUT NOT TO THE CERTIFICATE OF INSURANCE AND MUST BE GIVEN TO THE INSURED AND NOT FILED WITH THE COMMISSION.

OREGON PUBLIC UTILITIES COMMISSIONER

Endorsement for Motor Carrier Policies of Insurance for Bodily Injury Liability and Property Damage Liability — Automatic Coverage

The policy to which this endorsement is attached is an Automobile Bodily Injury Liability and Property Damage Liability Policy, and is hereby amended to assure compliance by the named insured, as a motor carrier of passengers or property with appropriate provisions of the Motor Transportation Code of Oregon, as amended, and the pertinent rules and regulations of the Public Utilities Commissioner of Oregon, promulgated in accordance with the provisions of the Motor Transportation Code of Oregon.

In consideration of the premium stated in the policy to which this endorsement is attached, or becomes a part, when duly countersigned, the company hereby agrees to pay any final judgment recovered against the named insured for bodily injury to or the death of any persons or loss of or damage to property of others (excluding injury to or death of the named insured's employees while engaged in the course of their employment, and loss of or damage to property owned or operated by or in the care, custody or control of the named insured, and property transported by the named insured, designated as cargo, and to any obligation for which the named insured may be held liable under any Workmen's Compensation Law), resulting from the negligent operation, maintenance, ownership, or use of motor vehicles under permit issued to the named insured by the Public Utilities Commissioner of Oregon, or otherwise under the Oregon Motor Transportation Code, within the limits of liability hereinafter provided, regardless of whether such motor vehicles are specifically described in the policy or not. It is understood and agreed that upon failure of the company to pay any such final judgment recovered against the named insured, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment. The bankruptcy or insolvency of the named insured shall not relieve the company of any of its obligations hereunder. The liability of the company extends to such losses, damages, injuries, or deaths whether occurring on the route or in the territory authorized to be served by the named insured or elsewhere, within the State of Oregon, but as respects this endorsement only while operating under the provisions of the Motor Transportation Code of Oregon.

The liability of the company on each motor vehicle for the following limits shall be a continuing one notwithstanding any recovery hereunder, in the following minimum amounts:

TYPE OF MOTOR VEHICLE	BODILY INJURY LIABILITY		PROPERTY DAMAGE
	Limit for Each Person	Limit for Each Accident	Limit for Each Accident
Each motor vehicle authorized for use in the transportation of property or persons	\$10,000	\$20,000	\$10,000

In the event the policy to which this endorsement is attached is issued for limits greater than those prescribed herein, the terms and conditions of this endorsement shall apply only to the minimum limits set forth in this endorsement.

Nothing contained in the policy or any endorsements thereon, nor the violation of any of the provisions of the policy or of any endorsement thereon by the named insured, shall relieve the company from liability hereunder or from the payment of any such final judgment, but as respects any equipment of the named insured while being operated by others under an interchange of equipment agreement or requirement, the insurance afforded by this policy shall be excess over any other valid and collectible insurance available to the named insured.

The named insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

Cancellation of this endorsement or of the policy to which it is attached may be effected by the company or the named insured giving not less than 15 days' notice in writing to the Public Utilities Commissioner of Oregon at his office in Salem, Oregon, said notice to commence to run from the date notice is actually received at the office of said Commissioner.

Attached to and forming part of Policy No. ^{TR-NSL} 1231593-3-75 issued by the TRAVELERS

INDEMNITY (herein called company) of HARTFORD CT

To THE ANACONDA COMPANY ETAL of NEW YORK NY 10004
PER END 8000(A)

Dated at this day of , 19.

William L. Tomales K53A
Authorized Company Representative

25. PREMIUM DISCOUNT ENDORSEMENT—TEXAS

AUTOMOBILE LIABILITY INSURANCE

This endorsement forms a part of Policy No. _____ issued to _____

by the TRAVELERS INDEPENDENT COMPANY at its Agency
(Name of Insurance Company)

located (city and state) _____ and is effective from _____ (12:01 A. M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that the premium pertaining to Texas for Automobile Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas Automobile Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas Automobile Liability Standard Premium.
2. **Total Standard Premium for All States.** The Automobile Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Texas**
 - (a) **For policy periods of one year or less—**The Texas Automobile Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the "Table of Texas Premium Discount Percentages (Automobile Liability)" set out on the reverse side hereof.
 - (b) **For policy periods of more than one year—**The Texas Automobile Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said "Table of Texas Premium Discount Percentages (Automobile Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas Automobile Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas Automobile Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas Automobile Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

[illegible]

Applicable premium percentages based on total estimated advance standard premium:

Taxicabs, Livery, Buses and Long Haul Truckmen%

Garage Liability _____ %

All other, including School Buses	%
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SEE REVERSE SIDE FOR FURTHER PROVISIONS

By
(Duly Authorized Representative)

TX -69. AMENDATORY ENDORSEMENT—NOTICE

TR-NSL-
123T693-3-75

This endorsement forms a part of Policy No. _____ issued to _____

TRAVELERS INDEMNITY COMPANY

by the _____ at its Agency
(Name of Insurance Company)

located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE**

As respects **bodily injury** liability and **property damage** liability, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, **occurrence** or **loss**, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

By _____

William L. Tompkins

(Duly Authorized Representative)

FORM TX-03-69.—AMENDATORY ENDORSEMENT—NOTICE
Texas Standard Automobile Endorsement
Prescribed October 1, 1974

AID 000288

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to *property damage* to structures or portions thereof rented to or occupied by the *named insured* and described in this endorsement, including fixtures permanently attached thereto, if such *property damage* arises out of fire, subject to the following additional provisions:

1. With respect to the insurance provided by this endorsement, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the *insured* under any contract or agreement.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description of Property	Limit of Liability	Rate (per \$100 of Limit)	Premium
283 EAST IONA AVE MUSKEGON MI	10,000 each occurrence	INCLUDED IN COMPOSITE	
233 NORTH LEMON ST ORANGE CA	50,000		

Amending Policy No. TR-NSL-123T693-3-75

AID 000289

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

PREMIUM DISCOUNT ENDORSEMENT—NORTH CAROLINA

(Automobile and General Liability Insurance)

The premium pertaining to North Carolina for Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **North Carolina Standard Premium.** Such premium pertaining to North Carolina computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan and exclusive of any premium under any Automobile Liability Policy applicable with respect to automobiles classified as "Livery," "Buses other than School Buses" and "Long Haul Truckmen" shall be known as the North Carolina Standard Premium.
2. **Total Standard Premium for All States.** The Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—North Carolina**
 - (a) **For policy periods of one year or less**—The North Carolina Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "North Carolina Premium Discount Percentages."
 - (b) **For policy periods of more than one year**—The North Carolina Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "North Carolina Premium Discount Percentages" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to North Carolina, the amount of premium discount applicable to the North Carolina Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the North Carolina Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the North Carolina Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table—North Carolina Premium Discount Percentages.** Stated on Pages 2 and 3 of this endorsement.

5. **Policy Numbers** **Estimated Standard Premium**

TR-NSL-123T693-3-75

Total _____

Applicable Premium Discount Percentages based on Total Estimated Advance Standard Premium:

General Liability _____ %
 Automobile Liability—Garages _____ %
 Taxis _____ %
 All Other Automobile Liability Except Livery, Buses
 other than School Buses, and Long Haul Truckmen _____ %

Amending Policy No. TR-NSL-123T693-3-75

AID 000290

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4080A


Secretary


Secretary

North Carolina Premium Discount Percentages (Continued)

Total Standard Premium (See Note)	General Liability	Automobile Liability— Garages	Taxis	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen
(1)	(2)	(3)	(4)	(5)
\$75,000	22.2%	14.6%	8.9%	14.1%
80,000	22.3	14.7	9.0	14.2
85,000	22.4	14.7	9.1	14.2
90,000	22.5	14.8	9.2	14.3
95,000	22.6	14.9	9.2	14.4
100,000	22.7	15.0	9.4	14.5
105,000	23.0	15.2	9.6	14.7
110,000	23.3	15.4	9.8	14.9
115,000	23.5	15.6	10.0	15.1
120,000	23.7	15.7	10.1	15.2
125,000	23.9	15.9	10.3	15.4
130,000	24.0	16.0	10.4	15.5
135,000	24.2	16.2	10.6	15.7
140,000	24.4	16.3	10.7	15.8
145,000	24.5	16.4	10.8	15.9
150,000	24.7	16.6	11.0	16.1
162,500	25.0	16.8	11.2	16.3
175,000	25.2	17.0	11.4	16.5
187,500	25.5	17.1	11.6	16.6
200,000	25.6	17.3	11.7	16.8
212,500	25.8	17.4	11.8	16.9
225,000	25.9	17.5	12.0	17.0
237,500	26.1	17.6	12.1	17.1
250,000	26.2	17.7	12.2	17.2
262,500	26.3	17.8	12.2	17.3
275,000	26.4	17.9	12.3	17.4
287,500	26.5	17.9	12.4	17.4
300,000	26.6	18.0	12.5	17.5
312,500	26.6	18.1	12.5	17.6
325,000	26.7	18.1	12.6	17.6
337,500	26.8	18.2	12.6	17.7
350,000	26.8	18.2	12.7	17.7
362,500	26.9	18.3	12.7	17.8
375,000	27.0	18.3	12.8	17.8
387,500	27.0	18.3	12.8	17.8
400,000	27.0	18.4	12.8	17.9
412,500	27.1	18.4	12.9	17.9
425,000	27.1	18.4	12.9	17.9
437,500	27.2	18.5	12.9	18.0
450,000	27.2	18.5	13.0	18.0
462,500	27.2	18.5	13.0	18.0
475,000	27.3	18.5	13.0	18.0
487,500	27.3	18.6	13.0	18.1
500,000 and Over	*	*	*	*

Note: If the Total Standard Premium is between two of the amounts shown in Column (1), the premium discount percentage applicable is that shown for the lower of such amounts.

*If the Total Standard Premium is \$500,000 or over, the discount percentage applicable for each kind of insurance shall be determined as the weighted average of the percentage shown in (b) for the first \$500,000 of Total Standard Premium and the percentage shown in (c) for the portion of the Total Standard Premium over \$500,000:

Kind of Insurance	First \$500,000	Portion Over \$500,000
(a)	(b)	(c)
General Liability	27.3%	28.5%
Automobile Liability—Garages	18.6	19.5
Taxis	13.1	14.0
All Other Automobile Liability except Livery, Buses other than School Buses, and Long Haul Truckmen	18.1	19.0

North Carolina Premium Discount Percentages
(Forming a Part of Endorsement 4080A)

Total Standard Premium (See Note) (1)	General Liability (2)	Automobile Liability— Garages (3)	Taxis (4)	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen (5)	Total Standard Premium (See Note) (1)	General Liability (2)	Automobile Liability— Garages (3)	Taxis (4)	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen (5)
\$1,000 or less	0.0%	0.0%	0.0%	0.0%	\$7,000	12.3%	7.0%	2.8%	6.5%
1,050	0.7	0.3	0.1	0.3	7,200	12.5	7.2	2.9	6.7
1,100	1.2	0.6	0.1	0.5	7,400	12.8	7.3	3.0	6.9
1,150	1.6	0.7	0.1	0.7	7,600	13.0	7.5	3.1	7.1
1,200	1.9	0.9	0.2	0.8	7,800	13.2	7.7	3.3	7.2
1,250	2.3	1.1	0.2	1.0	8,000	13.4	7.8	3.4	7.4
1,300	2.6	1.2	0.2	1.1	8,200	13.6	8.0	3.5	7.5
1,350	2.9	1.4	0.3	1.2	8,400	13.8	8.1	3.6	7.7
1,400	3.1	1.5	0.3	1.3	8,600	14.0	8.3	3.6	7.8
1,450	3.4	1.6	0.3	1.4	8,800	14.1	8.4	3.7	7.9
1,500	3.6	1.7	0.3	1.5	9,000	14.3	8.5	3.8	8.1
1,550	3.8	1.8	0.4	1.6	9,200	14.5	8.6	3.9	8.2
1,600	4.0	1.9	0.4	1.7	9,400	14.6	8.7	4.0	8.3
1,650	4.2	2.0	0.4	1.8	9,600	14.7	8.8	4.0	8.4
1,700	4.4	2.1	0.4	1.9	9,800	14.9	8.9	4.1	8.5
1,750	4.6	2.2	0.4	2.0	10,000	15.1	9.1	4.2	8.7
1,800	4.7	2.3	0.5	2.0	10,500	15.4	9.3	4.4	8.9
1,850	4.9	2.3	0.5	2.1	11,000	15.7	9.6	4.5	9.1
1,900	5.0	2.4	0.5	2.2	11,500	15.9	9.7	4.6	9.3
1,950	5.2	2.5	0.5	2.2	12,000	16.2	9.9	4.8	9.5
2,000	5.4	2.6	0.5	2.3	12,500	16.4	10.1	4.9	9.6
2,100	5.6	2.7	0.5	2.4	13,000	16.6	10.2	5.0	9.8
2,200	5.8	2.8	0.6	2.5	13,500	16.7	10.4	5.1	9.9
2,300	6.0	2.9	0.6	2.6	14,000	16.9	10.5	5.1	10.0
2,400	6.2	3.0	0.6	2.7	14,500	17.1	10.6	5.2	10.1
2,500	6.4	3.0	0.6	2.7	15,000	17.3	10.8	5.3	10.3
2,600	6.5	3.1	0.6	2.8	16,000	17.5	11.0	5.5	10.5
2,700	6.7	3.2	0.6	2.9	17,000	17.8	11.1	5.6	10.7
2,800	6.8	3.2	0.6	2.9	18,000	18.0	11.3	5.7	10.8
2,900	6.9	3.3	0.7	3.0	19,000	18.1	11.4	5.8	11.0
3,000	7.1	3.4	0.7	3.0	20,000	18.3	11.6	5.9	11.1
3,100	7.2	3.4	0.7	3.1	21,000	18.5	11.7	5.9	11.2
3,200	7.3	3.5	0.7	3.1	22,000	18.6	11.8	6.0	11.3
3,300	7.4	3.5	0.7	3.2	23,000	18.7	11.9	6.1	11.4
3,400	7.5	3.6	0.7	3.2	24,000	18.8	12.0	6.1	11.5
3,500	7.5	3.6	0.7	3.2	25,000	19.0	12.1	6.2	11.6
3,600	7.6	3.6	0.7	3.3	27,500	19.2	12.3	6.3	11.8
3,700	7.7	3.7	0.7	3.3	30,000	19.5	12.5	6.5	12.0
3,800	7.8	3.7	0.7	3.3	32,500	19.8	12.7	6.8	12.3
3,900	7.8	3.7	0.7	3.4	35,000	20.1	13.0	7.1	12.5
4,000	7.9	3.8	0.8	3.4	37,500	20.4	13.2	7.3	12.7
4,200	8.1	3.8	0.8	3.5	40,000	20.6	13.3	7.5	12.8
4,400	8.2	3.9	0.8	3.5	42,500	20.8	13.5	7.7	13.0
4,600	8.3	3.9	0.8	3.5	45,000	21.0	13.6	7.8	13.1
4,800	8.4	4.0	0.8	3.6	47,500	21.1	13.7	8.0	13.3
5,000	8.7	4.2	0.9	3.8	50,000	21.3	13.9	8.1	13.4
5,200	9.1	4.6	1.2	4.2	52,500	21.4	14.0	8.2	13.5
5,400	9.6	4.9	1.4	4.5	55,000	21.5	14.0	8.3	13.6
5,600	10.0	5.2	1.6	4.8	57,500	21.6	14.1	8.4	13.6
5,800	10.4	5.5	1.8	5.1	60,000	21.7	14.2	8.5	13.7
6,000	10.8	5.8	2.0	5.4	62,500	21.8	14.3	8.6	13.8
6,200	11.1	6.1	2.2	5.6	65,000	21.9	14.3	8.6	13.8
6,400	11.4	6.3	2.3	5.9	67,500	22.0	14.4	8.7	13.9
6,600	11.7	6.5	2.5	6.1	70,000	22.0	14.5	8.8	14.0
6,800	12.0	6.8	2.6	6.3	72,500	22.1	14.5	8.8	14.0

(Continued on reverse side)

AID 000292

PREMIUM DISCOUNT ENDORSEMENT—TEXAS

(General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium For All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Texas**
 - (a) **For policy periods of one year or less—**The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year—**The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table of Texas Premium Discount Percentages—**Stated below and on Page 2 of this endorsement.

5.	Policy Numbers	Estimated Standard Premium
	<u>TR-NSL-123T693-3-75</u>	_____
	_____	_____
	_____	_____
		Total

Applicable premium discount percentage based on total estimated advance standard premium: _____%

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES
(General Liability)

Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)	Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)	Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)
\$1,000 or less	.0%	1,352	2.0	2,113	4.0
1,007	.1	1,377	2.1	2,174	4.1
1,021	.2	1,402	2.2	2,239	4.2
1,035	.3	1,429	2.3	2,308	4.3
1,049	.4	1,457	2.4	2,381	4.4
1,064	.5	1,486	2.5	2,460	4.5
1,080	.6	1,516	2.6	2,543	4.6
1,095	.7	1,547	2.7	2,632	4.7
1,112	.8	1,579	2.8	2,728	4.8
1,128	.9	1,613	2.9	2,831	4.9
1,146	1.0	1,649	3.0	2,942	5.0
1,163	1.1	1,688	3.1	3,062	5.1
1,182	1.2	1,725	3.2	3,192	5.2
1,200	1.3	1,765	3.3	3,334	5.3
1,220	1.4	1,808	3.4	3,489	5.4
1,240	1.5	1,852	3.5	3,659	5.5
1,261	1.6	1,899	3.6	3,847	5.6
1,283	1.7	1,949	3.7	4,055	5.7
1,305	1.8	2,000	3.8	4,286	5.8
1,328	1.9	2,055	3.9	4,546	5.9

(Continued on Page 2)

average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

NOTE: 1. If the Total Standard Premium is between two of the amounts shown in column (1), the premium discount percentage applicable is that shown for the lower of such amounts.

Total General Liability Standard Premium (See Note 1)		Premium Discount Percentages Applicable to Texas General Lia- bility Standard Premium (2)	
\$4,839	6.0%	\$13,881	12.0%
5,028	6.1	14,308	12.1
5,082	6.2	14,762	12.2
5,139	6.3	15,246	12.3
5,196	6.4	15,763	12.4
5,255	6.5	16,316	12.5
5,315	6.6	16,910	12.6
5,376	6.7	17,548	12.7
5,439	6.8	18,236	12.8
5,503	6.9	18,980	12.9
5,569	7.0	19,788	13.0
5,637	7.1	20,667	13.1
5,706	7.2	21,628	13.2
5,777	7.3	22,683	13.3
5,850	7.4	23,847	13.4
5,924	7.5	25,136	13.5
6,000	7.6	26,572	13.6
6,079	7.7	28,182	13.7
6,159	7.8	30,000	13.8
6,242	7.9	30,325	13.9
6,327	8.0	30,656	14.0
6,414	8.1	30,995	14.1
6,504	8.2	31,341	14.2
6,596	8.3	31,695	14.3
6,691	8.4	32,058	14.4
6,789	8.5	32,428	14.5
6,889	8.6	32,808	14.6
6,993	8.7	33,196	14.7
7,100	8.8	33,593	14.8
7,210	8.9	34,000	14.9
7,323	9.0	34,418	15.0
7,440	9.1	34,845	15.1
7,561	9.2	35,284	15.2
7,686	9.3	35,733	15.3
7,816	9.4	36,194	15.4
7,949	9.5	36,667	15.5
8,087	9.6	37,153	15.6
8,231	9.7	37,652	15.7
8,379	9.8	38,164	15.8
8,533	9.9	38,690	15.9
8,692	10.0	39,231	16.0
8,858	10.1	39,788	16.1
9,030	10.2	40,360	16.2
9,208	10.3	40,949	16.3
9,394	10.4	41,556	16.4
9,588	10.5	42,181	16.5
9,790	10.6	42,825	16.6
10,000	10.7	43,489	16.7
10,220	10.8	44,174	16.8
10,450	10.9	44,880	16.9
10,690	11.0	45,610	17.0
10,942	11.1	46,364	17.1
11,205	11.2	47,143	17.2
11,482	11.3	47,949	17.3
11,773	11.4	48,783	17.4
12,078	11.5	49,647	17.5
12,400	11.6	50,541	17.6
12,740	11.7	51,468	17.7
13,099	11.8	52,430	17.8
13,479	11.9	53,429	17.9

(1)
(See Note 1)
Standard Premium
to Texas General Lia-
bility Standard Premium
(2)

(1)
(See Note 1)
Premium Discount
Percentages Applicable
to Texas General Lia-
bility Standard Premium
(2)

(1)
(See Note 1)
Total General Liability
Standard Premium
to Texas General Lia-
bility Standard Premium
(2)

\$4,839 6.0%
5,028 6.1
5,082 6.2
5,139 6.3
5,196 6.4
5,255 6.5
5,315 6.6
5,376 6.7
5,439 6.8
5,503 6.9
5,569 7.0
5,637 7.1
5,706 7.2
5,777 7.3
5,850 7.4
5,924 7.5
6,000 7.6
6,079 7.7
6,159 7.8
6,242 7.9
6,327 8.0
6,414 8.1
6,504 8.2
6,596 8.3
6,691 8.4
6,789 8.5
6,889 8.6
6,993 8.7
7,100 8.8
7,210 8.9
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7,561 9.2
7,686 9.3
7,816 9.4
7,949 9.5
8,087 9.6
8,231 9.7
8,379 9.8
8,533 9.9
8,692 10.0
8,858 10.1
9,030 10.2
9,208 10.3
9,394 10.4
9,588 10.5
9,790 10.6
10,000 10.7
10,220 10.8
10,450 10.9
10,690 11.0
10,942 11.1
11,205 11.2
11,482 11.3
11,773 11.4
12,078 11.5
12,400 11.6
12,740 11.7
13,099 11.8
13,479 11.9

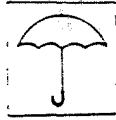
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(continued)

(General Liability)

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. _____
(Month, Day, Year)

Issued to THE BRADDOCK COMPANY ET AL PER AND SUCCESSOR
Date of Issue: 7-5-75 JULIAN Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

"NOT APPLICABLE TO TX"

This endorsement modifies such insurance as is afforded by the provisions of the policy, relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Employee Benefit Disability Insurance Endorsement

This insurance is on a "Claims Made" basis

Schedule

1. Premium Computation

Estimated No. of Employees	Rate per Employee	Estimated Premium	Minimum Premium
	First 5,000	\$	INCLUDED
	next 5,000	\$	"
	over 10,000	\$	"
	Total	\$	UNAPPLICABLE

2. Employee Benefit Programs Other Than Those Specified in Paragraph IV Below

3. Limits of Liability

\$ 1,000,000 each employee
\$ 1,000,000 aggregate

AID 000295

(continued on Page #2)

SYMBOL NO.

8000

William L. J. J. J.

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-75 at the time of day the policy becomes effective. Amending Policy No. 73-430-1000-1075
(Month, Day, Year)
 Issued to THE ANACONDA COMPANY ET AL PER END 8000(4)
 Date of Issue: 3-5-75 GL/LWM Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

4. Deductible

\$ 1,000.00 each employee

Insuring Agreement

- I. The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of any negligent act or omission of the insured, or of any other person for whose acts the insured is legally liable, if such negligent act or omission is committed in the administration of the named insured's employee benefit program, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such loss, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

AID 000296

- (a) to loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
- (b) to bodily injury, property damage or personal liability;
- (c) to loss arising out of failure of performance of contract by any insured;
- (d) to loss arising out of an insufficiency of funds to meet any obligation under any plan included in the employee benefit program;

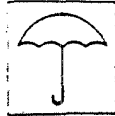
(continued on Page 53)

SYMBOL NO.

8000

William L. Travelers

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-75 at the time of day the policy becomes effective. Amending Policy No. TR-431-1387693-3-75
(Month, Day, Year)
Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)
Date of Issue: 3-5-75 01/124 Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

- (a) to any claim or suit based upon
- (1) failure of any investment to perform as represented by any insured, or
 - (2) advice given to any person to participate or not participate in any plan included in the employee benefit program;
- (f) to loss arising out of the failure of the named insured to comply with the mandatory provisions of any law concerning workers compensation, unemployment insurance, social security or disability benefits.

II. Persons Insured

Each of the following is an insured to the extent set forth below:

- (a) the named insured;
- (b) each executive officer and employee of the named insured who is authorized to administer the named insured's employee benefit program.

III. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) acts or omissions which result in loss, (3) plans included in the named insured's employee benefit program, (4) persons who sustain loss, or (5) claims made or suits brought on account of loss, the company's liability is limited as follows:

The total liability of the company for all damages to which this insurance applies shall not exceed the limit of employee benefit liability stated in the Schedule as "Aggregate". Subject to the foregoing provision respecting "Aggregate", the limit of liability stated in the Schedule as applicable

(continued on Page #4)

AID 000297

SYMBOL NO.

5000

William L. Tomales

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-75 at the time of day the policy becomes effective. Amending Policy No. TR-HSL-1231595-3-75
(Month, Day, Year)
Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)
Date of Issue: 3-5-75 DL/LMM Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

to "each employee" is the total limit of the company's liability for all damages for loss to which this insurance applies sustained by any one employee, including such person's dependents and beneficiaries. If the policy period is for a term in excess of one year, the aggregate limit of liability shall apply separately to each consecutive annual period thereof.

Deductible

Subject to the foregoing, the liability of the company with respect to "each employee" shall be only for the amount of each such loss that is in excess of the deductible amount stated in the Schedule as applicable to "such employee".

The terms of this insurance, including those with respect to notice of claim or suit, the company's right to investigate, negotiate and settle any claim or suit, and the company's right and duty to defend, apply irrespective of the application of the deductible amount.

The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

IV. Additional Definitions

When used in reference to this insurance:

AID 000298

"employee benefit program" means the following plans:

- (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such insurance or plans;

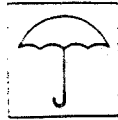
(continued on Page #5)

SYMBOL No.

8000

William L. Tanahill

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-75 at the time of day the policy becomes effective. Amending Policy No. TR-HSL-1237593-3-75 ^{Page #5}
(Month, Day, Year)
 Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)
 Date of Issue: 8-5-75 DL/LWM Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

- (b) unemployment insurance, social security benefits, worker's compensation and disability benefits;
- (c) any other similar plan designated in the Schedule or added thereto by endorsement;

"administration" means

- (a) counseling employees, including their dependents and beneficiaries, with respect to the employee benefit program;
- (b) handling records in connection with the employee benefit program; or
- (c) effecting or terminating any employee's participation in a plan included in the employee benefit program;

"employee" means officers and employees of the named insured, whether actively employed, disabled or retired.

"personal injury" means injury arising out of one or more of the following offenses:

- (a) false arrest, detention or imprisonment or malicious prosecution;
- (b) the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- (c) wrongful entry or eviction, or other invasion of the right of private occupancy; or
- (d) discrimination.

AID 000299

(continued on Page #6)

SYMBOL NO.

3000

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-75 at the time of day the policy becomes effective. Amending Policy No. TR-HSL-1237699-3-75
(Month, Day, Year)

Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)

Date of Issue: 2-5-75 DL/LWM Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

V. Endorsement Period and Territory

This insurance applies only to claims first brought against the insured during the policy period within the United States of America, its territories or possessions or Canada, provided the insured, at the effective date of this endorsement, had no knowledge of any act or omission which might result in such claim.

VI. Additional Condition

Notice - Upon the insured's becoming aware of any act or omission which may give rise to a loss covered hereunder, written notice shall be given by or on behalf of the insured in accordance with the condition of the policy describing the insured's duties in the event of an occurrence, claim or suit

AID 000300

SYMBOL NO.

8000



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)
 Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)
 Date of Issue: 3-25-76 CRP/YK-DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Employee Benefits Liability Insurance Endorsement
This insurance is on a "Claims Made" Basis
Schedule

1. Premium Computation

Estimated No. of Employees	Rate per Employee	Estimated Premium	Minimum Premium
	first 5,000	\$	
	next 5,000	\$	
	over 10,000	\$	
Total		\$	INCLUDED IN COMPOSITE

2. Employee Benefit Programs Other Than Those Specified in Paragraph IV below.

3. Limits of Liability

\$ 1,000,000 each employee
 \$ 1,000,000 aggregate

AID 000301

(continued on Page #2)

SYMBOL NO.
13241

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1231693-3-75
(Month, Day, Year) Page #2
 Issued to THE ANACONDA COMPANY ET AL PER END 3000(A)
 Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

4. Deductible

\$ 1,000.00 each employee

Insuring Agreement

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of any negligent act or omission of the insured, or of any other person for whose acts the insured is legally liable, if such negligent act or omission is committed in the administration of the named insured's employee benefit program, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such loss, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
- (b) to bodily injury, property damage or personal injury;
- (c) to loss arising out of failure of performance of contract by any insurer;
- (d) to loss arising out of an insufficiency of funds to meet any obligation under any plan included in the employee benefit program;

SYMBOL NO.

15211

(continued on Page #3)

AID 000302

William E. Tamm

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)
Issued to THE ANACONDA COMPANY ET AL PER END 8000(A) Page #3
Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

(e) to any claim or suit based upon

- (1) failure of any investment to perform as represented by any insured, or
- (2) advice given to any person to participate or not participate in any plan included in the employee benefit program;

(f) to loss arising out of the failure of the named insured to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits.

II. Persons Insured

Each of the following is an insured to the extent set forth below:

- (a) the named insured;
- (b) each executive officer and employee of the named insured who is authorized to administer the named insured's employee benefit program.

III. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) acts or omissions which result in loss, (3) plans included in the named insured's employee benefit program, (4) persons who sustain loss, or (5) claims made or suits brought on account of loss, the company's liability is limited as follows:

The total liability of the company for all damages to which this insurance applies shall not exceed the limit of employee benefit liability stated in the Schedule as "aggregate". Subject to the foregoing provision respecting

(continued on Page #4)

AID 000303

SYMBOL NO.
15241

William L. Anderson

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year) Page #4
Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)
Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

"aggregate", the limit of liability stated in the Schedule as applicable to "each employee" is the total limit of the company's liability for all damages for loss to which this insurance applies sustained by any one employee, including such person's dependents and beneficiaries. If the policy period is for a term in excess of one year, the aggregate limit of liability shall apply separately to each consecutive annual period thereof.

Deductible

Subject to the foregoing, the liability of the company with respect to "each employee" shall be only for the amount of each such loss that is in excess of the deductible amount stated in the Schedule as applicable to "each employee".

The terms of this insurance, including those with respect to notice of claim or suit, the company's right to investigate, negotiate and settle any claim or suit, and the company's right and duty to defend, apply irrespective of the application of the deductible amount.

The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

IV. Additional Definitions

AID 000304

When used in reference to this insurance:

"employee benefit program" means the following plans:

- (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such insurance or plans;

(continued on Page #5)

SYMBOL NO.

13242



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year) Page #5
 Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)
 Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

- (b) unemployment insurance, social security benefits, workers' compensation and disability benefits;
- (c) any other similar plan designated in the Schedule or added thereto by endorsement;

"administration" means

- (a) counseling employees, including their dependents and beneficiaries, with respect to the employee benefit program;
- (b) handling records in connection with the employee benefit program; or
- (c) effecting or terminating any employee's participation in a plan included in the employee benefit program;

"employee" means officers and employees of the named insured, whether actively employed, disabled or retired.

"personal injury" means injury arising out of one or more of the following offenses:

- (a) false arrest, detention or imprisonment or malicious prosecution;
- (b) the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- (c) wrongful entry or eviction, or other invasion of the right of private occupancy; or
- (d) discrimination.

AID 000305

(continued on Page 36)

SYMBOL NO.

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1747602-3-4-1
(Month, Day, Year) Page #5
 Issued to THE ANACONDA COMPANY ET AL PER END 6000(A)
 Date of Issue: 0-25-76 CRP/YK/DP Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

Endorsement Period and Territory

This insurance applies only to claims first brought against the insured during the policy period within the United States of America, its territories or possessions or Canada, provided the insured, at the effective date of this endorsement, had no knowledge of any act or omission which might result in a claim.

Additional Condition

Notice - Upon the insured's becoming aware of any act or omission which may give rise to a loss covered hereunder, written notice shall be given by or on behalf of the insured in accordance with the condition of the policy describing the insured's duties in the event of an occurrence, claim or suit.

AID 000306

SYMBOL NO.

William L. Tompkins

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NISL-123T693-3-75
(Month, Day, Year)
Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)
Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS PROVIDED BY THE PROVISIONS OF THE EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT.

EMPLOYEE BENEFITS LIABILITY - NEW YORK
AMENDATORY ENDORSEMENT

IT IS AGREED THAT WITH RESPECT TO THE EMPLOYEE BENEFIT LIABILITY INSURANCE ENDORSEMENT THE FOLLOWING PROVISIONS APPLY:

1. THE DEFINITION OF "EMPLOYEE BENEFIT PROGRAM" UNDER IV, ADDITIONAL DEFINITIONS, IS REPLACED BY THE FOLLOWING:

' "EMPLOYEE BENEFIT PROGRAM" MEANS THE FOLLOWING PLANS:

- (A) GROUP LIFE INSURANCE, GROUP ACCIDENT OR HEALTH INSURANCE, PROFIT SHARING PLANS, PENSION PLANS AND STOCK SUBSCRIPTION PLANS, PROVIDED THAT NO ONE OTHER THAN AN EMPLOYEE MAY SUBSCRIBE TO SUCH INSURANCE OR PLANS;
- (B) ANY OTHER SIMILAR PLAN DESIGNATED IN THE SCHEDULE OR ADDED THERETO BY ENDORSEMENT;'

2. THE FOLLOWING ADDITIONAL CONDITION IS ADDED UNDER VI., ADDITIONAL CONDITIONS.

DISCOVERY PERIOD

AID 000307

IF THE COMPANY CANCELS OR DOES NOT RENEW OR IF THE INSURED CANCELS THIS COVERAGE, THE INSURED SHALL HAVE THE OPTION OF HAVING THIS INSURANCE ALSO APPLY TO LOSS TO WHICH THIS INSURANCE APPLIES FOR WHICH CLAIM IS FIRST

SYMBOL NO.

(CONTINUED ON PAGE #2)

25620

William E. Tanager

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-2-75
(Month, Day, Year) PAGE #2

Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)

Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

MADE AGAINST THE INSURED WITHIN SIX MONTHS FIRST FOLLOWING THE EFFECTIVE DATE OF SUCH CANCELLATION OR NONRENEWAL, PROVIDED THAT:

- (A) WRITTEN NOTICE OF THE EXERCISE OF THIS OPTION IS GIVEN TO THE COMPANY BY THE EFFECTIVE DATE OF CANCELLATION OR WITHIN TEN DAYS OF THE EFFECTIVE DATE OF NONRENEWAL.
- (B) THE PREMIUM, AS DETERMINED BY THE COMPANY, SHALL BE PAID PROMPTLY WHEN DUE, AND
- (C) THE LOSS ARISES OUT OF AN ACT OR OMISSION WHICH OCCURRED ON OR AFTER THE EFFECTIVE DATE OF THIS ENDORSEMENT STATED IN THE SCHEDULE OF THIS ENDORSEMENT BUT BEFORE THE EFFECTIVE DATE OF CANCELLATION OR NONRENEWAL OF THIS COVERAGE.

FAILURE OF THE COMPANY TO OFFER TO RENEW THIS COVERAGE UPON THE SAME RATES AND FORMS AS IS NOW PROVIDED SHALL BE DEEMED, FOR PURPOSES OF THIS DISCOVERY PERIOD PROVISION, NOT TO BE CANCELLATION OR NONRENEWAL BY THE COMPANY.

AID 000308

SYMBOL NO.

26620



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)

Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)

Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS PROVIDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

EMPLOYEE BENEFITS LIABILITY INSURANCE

EMPLOYEE BENEFITS LIABILITY - NEW JERSEY
AMENDATORY ENDORSEMENT

THE EMPLOYEE BENEFITS LIABILITY ENDORSEMENT IS AMENDED AS FOLLOWS:

THE FOLLOWING CONDITION IS ADDED:

DISCOVERY PERIOD - IF THE COMPANY CANCELS OR DOES NOT RENEW OR IF THE INSURED CANCELS THIS COVERAGE, THE INSURED SHALL HAVE THE OPTION OF HAVING THIS INSURANCE ALSO APPLY TO LOSS TO WHICH THIS INSURANCE APPLIES FOR WHICH CLAIM IS FIRST MADE AGAINST THE INSURED WITHIN ONE YEAR FIRST FOLLOWING THE EFFECTIVE DATE OF SUCH CANCELLATION OR NONRENEWAL PROVIDED THAT:

- (A) WRITTEN NOTICE OF THE EXERCISE OF THIS OPTION IS GIVEN TO THE COMPANY BY THE EFFECTIVE DATE OF CANCELLATION OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF NONRENEWAL;
- (B) THE PREMIUM, AS DETERMINED BY THE COMPANY, SHALL BE PAID PROMPTLY WHEN DUE, AND

AID 000309

SYMBOL NO.

2691

(CONTINUED ON PAGE #2)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year) PAGE #2
 Issued to THE ANACONDA COMPANY ETAL PER END 8000(A)
 Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

- (c) THE LOSS ARISES OUT OF AN ACT OR OMISSION WHICH OCCURRED: (1) DURING THE LAST TWELVE MONTHS THIS ENDORSEMENT WAS IN EFFECT, BUT IF THIS ENDORSEMENT HAS NOT BEEN IN EFFECT FOR AT LEAST TWELVE MONTHS, SUCH ACT OR OMISSION MUST HAVE OCCURRED ON OR AFTER THE EFFECTIVE DATE OF THIS ENDORSEMENT; AND (2) BEFORE THE EFFECTIVE DATE OF CANCELLATION OR NONRENEWAL OF THIS COVERAGE.

FAILURE OF THE COMPANY TO OFFER TO RENEW THIS COVERAGE UPON THE SAME RATES AND FORMS AS IS NOW PROVIDED SHALL BE DEEMED, FOR PURPOSES OF THIS DISCOVERY PERIOD PROVISION, NOT TO BE CANCELLATION OR NONRENEWAL BY THE COMPANY.

AID 000310

SYMBOL NO.

25940

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1237593-2-76
(Month, Day, Year)
Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)
Date of Issue: 3-25-76 CRP/YK/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS-
OF THE POLICY RELATING TO THE FOLLOWING:**

EMPLOYEE BENEFITS LIABILITY INSURANCE

EMPLOYEE BENEFITS LIABILITY - MICHIGAN
AMENDATORY ENDORSEMENT

**THE FOLLOWING CONDITION IS ADDED TO THE EMPLOYEE BENEFITS LIABILITY EN-
DORSEMENT:**

**DISCOVERY PERIOD - IF THE COMPANY CANCELS OR REFUSES TO RENEW THIS COVERAGE,
THE INSURED SHALL HAVE THE OPTION OF HAVING THIS INSURANCE ALSO APPLY TO LOSS
TO WHICH THIS INSURANCE APPLIES FOR WHICH CLAIM IS FIRST MADE AGAINST THE
INSURED WITHIN SIX MONTHS FIRST FOLLOWING THE EFFECTIVE DATE OF SUCH CAN-
CELLATION OR NONRENEWAL PROVIDED THAT:**

- (A) WRITTEN NOTICE OF THE EXERCISE OF THIS OPTION IS GIVEN
TO THE COMPANY BY THE EFFECTIVE DATE OF CANCELLATION
OR WITHIN TEN DAYS OF THE EFFECTIVE DATE OF NONRENEWAL;
- (B) THE PREMIUM, AS DETERMINED BY THE COMPANY, SHALL BE
PAID PROMPTLY WHEN DUE; AND
- (C) THE LOSS ARISES OUT OF AN ACT OR OMISSION WHICH OCCURRED
ON OR AFTER THE EFFECTIVE DATE OF THIS ENDORSEMENT BUT
BEFORE THE EFFECTIVE DATE OF CANCELLATION OR NONRENEWAL
OF THIS COVERAGE.

SYMBOL NO.

(CONTINUED ON PAGE #2) AID 000311

26960



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)
 Issued to THE ANACONDA COMPANY ET AL PER END 8000(A) PAGE #2
 Date of Issue: 3-25-76 CRP/YR/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

FAILURE OF THE COMPANY TO OFFER TO RENEW THIS COVERAGE UPON THE SAME RATES AND FORMS AS IS NOW PROVIDED SHALL BE DEEMED, FOR PURPOSES OF THIS DISCOVERY PERIOD PROVISION, NOT BE CANCELLATION OR NONRENEWAL BY THE COMPANY.

AID 000312

SYMBOL NO.

26960

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-75 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1237593-2-75
(Month, Day, Year)
 Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)
 Date of Issue: 8-21-75 DL/LM Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THE RATES FOR THE FOLLOWING CLASSIFICATIONS ARE AMENDED TO READ AS FOLLOWS:

LOCATION

RATES
BI

SCHEDULE #2
STATE OF LA

THE ANACONDA COMPANY
ORLEANS PARISH

S .0140
E .0175

ANACONDA WIRE AND CABLE CO
ANACONDA WIRE CO
NIGERIA BANK BUILDING
NEW ORLEANS PARISH

S .0140
E .0175

PREMIUM ADJUSTMENT AT AUDIT

AID 000313

SYMBOL NO.

8000

William L. Travelers

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 00-01-75 at the time of day the policy becomes effective. Amending Policy No. 00-01-1980-01-005
(Month, Day, Year)

Issued to: THE SHAGBOND COMPANY ETAL PER END 8000(A)
 Date of Issue: 8-5-75 DL LHM Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS UNDERSTOOD AND AGREED THAT, AS RESPECTS THE FOLLOWING LOCATION ONLY, THE BODILY INJURY LIMIT OF LIABILITY IS \$100,000 PER OCCURRENCE.

THORNTON BUILDING AND
THORNTON ANNEX - APARTMENTS
BUTTE, MONTANA

PREMIUM ADJUSTMENT AT AUDIT

AID 000314

SYMBOL NO.

2000

C-17820 New 8-74 PRINTED IN U.S.A.

Countersigned By

William L. Tomales

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

ITEM 1-NAMED INSURED TO READ:

NAMED INSURED MEANS THE ORGANIZATION, INCLUDING ANY SUBSIDIARY THEREOF, NAMED IN ITEM 1 OF THE DECLARATIONS AND ALSO INCLUDES ANY OTHER COMPANY WHICH IS ACQUIRED OR FORMED BY THE NAMED INSURED DURING THE POLICY PERIOD AND OVER WHICH THE NAMED INSURED MAINTAINS OWNERSHIP OR FINANCIAL CONTROL.

AID 000315

SYMBOL NO.
8000(A)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1237672-0-75
(Month, Day, Year)

Issued to THE ANACONDA COMPANY ET AL PER END 8000(A)

Date of Issue: 3-25-76 CRP/YK/PD Additional Premium \$ 105,125 Return Premium \$
E 84,795

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THE ESTIMATED TOTAL ADVANCE PREMIUM FOR THE FIRST ANNIVERSARY IS AMENDED TO READ:

ALL SCHEDULES AND ENDORSEMENTS: CP 04 73(ED 1-74) KK-399 RR-3308A WW-3318 YY-3321
241 8000(C) 3841(2) 8342 8871(6) 8874 3950 3502
8810(3) G525 26131 13241 26620 26940 26960

ALL SCHEDULES: KK-399 RR-3308A WW-3318 YY-3321 G525 13241 26131 26620 26940 26960

ALL ENDORSEMENTS: CC 584A CP 04 68(ED 8-74) CP 04 69(ED 1-74) CP 04 71(ED 1-74)
CP 04 74(ED 1-74) CP 04 76(ED 1-74) 20621 23521 23700 24290
25020 8000(EMPLOYEE BENEFITS END)

*PREMIUM TO BE COLLECTED UNDER TRB #01947

AID 000316

SYMBOL NO.

CH

William E. Tancore

241. PERSONAL INJURY PROTECTION ENDORSEMENT

(Basic Automobile Liability Insurance,
Comprehensive Automobile Liability Insurance, Garage Insurance)

This endorsement forms a part of Policy No. 1000-10 issued to _____
by the TRAVELERS at its Agency
(Name of Insurance Company)
located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	\$ 2500 each person	\$ 30
Description of Insured Motor Vehicles (Check appropriate block)		
☐ Any automobile owned by the named insured.		
☐ Any private passenger automobile owned by the named insured.		
☐ Any motor vehicle to which are attached dealer's license plates issued to the named insured.		
☐ Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor.		
☐		

In consideration of the premium for this endorsement, the Company agrees with the named insured, subject to all of the provisions of this endorsement and all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

INSURING AGREEMENT

In accordance with the provision of Article 5.06-3 of the Insurance Code of Texas and all Acts amendatory or supplementary thereto, the Company will pay:

- (1) the named insured or any member of the insured's household who sustains bodily injury, caused by accident, in a motor vehicle accident, and
 - (2) any other person who sustains bodily injury, caused by accident,
 - (a) while occupying the insured motor vehicle, or
 - (b) while using such vehicle with the permission of the named insured, or the spouse of the insured if a resident of the same household,
- for losses incurred by such injured person within three years of the date of such accident for:
- (1) all reasonable and necessary medical expenses incurred for services furnished, and
 - (2) (a) if the person sustaining such bodily injury is an income or wage producer at the time of such accident, benefits for loss of income sustain by such person, while living, as a direct and proximate result of such accident, and
 - (b) if the person sustaining such bodily injury is not an income or wage producer at the time of such accident, benefits in reimbursement for necessary and reasonable expenses incurred for essential services ordinarily performed by such injured person for the care and maintenance the family or family household,

during the period of such injured person's disability.

EXCLUSIONS

This insurance does not apply:

- (a) to any person who:
 - (1) intentionally causes the accident resulting in the bodily injury of such person, or
 - (2) sustains bodily injury while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official.
- (b) to the named insured or any member of the insured's household who sustains bodily injury while occupying or through being struck by motor vehicle owned by such named insured or any member of the insured's household which is not an insured motor vehicle.

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under family protection or uninsured motorists coverage this policy, such insured and the Company shall be entitled to an offset, credit or deduction against any award made to such guest or passenger in an amount of money equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and family protection or uninsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

DEFINITIONS

AID 000317

period of disability, measuring income on the date of accident as follows:

- (a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;
- (b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;
- "benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;
- "bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;
- "income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;
- "income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;
- "insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;
- "medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;
- "member of the insured's household" means a relative of the individual named insured who is a resident of the same household;
- "motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;
- "named insured" means the person or organization named in the declarations;
- "occupying" means in or upon or entering into or alighting from;
- "person" means a natural person and not a corporation, partnership, association or business name.

CONDITIONS

- 1. Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancellation" and "Declarations."
- 2. Premium.** If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.
- 3. Proof of Claim and Medical Reports.** As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.
Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.
- 4. Other Insurance.** If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.
- 5. Payment of Loss.** Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:
(a) accrued medical expenses and benefits for loss of income are payable every two weeks;
(b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.
- 6. Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.
- 7. Policy Period, Territory.** This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported between ports thereof.

By

William L. Tanahara

(Duly Authorized Representative)

PERSONAL INJURY PROTECTION ENDORSEMENT
THIS ENDORSEMENT IS NOT VALID UNLESS IT IS
MADE A PART OF THE POLICY TO WHICH IT IS ATTACHED
AND THE

FORM 241.—PERSONAL INJURY PROTECTION ENDORSEMENT
Texas Standard Automobile Endorsement
Prescribed August 27, 1973

AID 000318

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the *named insured* while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to *bodily injury* to (a) another employee of the *named insured* arising out of or in the course of his employment or (b) the *named insured* or, if the *named insured* is a partnership or joint venture, any partner or member thereof;
2. to *property damage* to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the *named insured* or (b) the *named insured*, or, if the *named insured* is a partnership or joint venture, any partner or member thereof.

INCLUDED IN COMPOSITE

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

AID 000319

241. PERSONAL INJURY PROTECTION ENDORSEMENT

(Basic Automobile Liability Insurance,
Comprehensive Automobile Liability Insurance, Garage Insurance)

This endorsement forms a part of Policy No. _____ issued to _____
by the _____ at its Agency
(Name of Insurance Company)
located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	\$ _____ each person	\$ _____
Description of Insured Motor Vehicles (Check appropriate block)		
☐ Any automobile owned by the named insured.		
☐ Any private passenger automobile owned by the named insured.		
☐ Any motor vehicle to which are attached dealer's license plates issued to the named insured.		
☐ Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor.		
☐ _____		

In consideration of the premium for this endorsement, the Company agrees with the named insured, subject to all of the provisions of this endorsement and all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

INSURING AGREEMENT

In accordance with the provision of Article 5.06-3 of the Insurance Code of Texas and all Acts amendatory or supplementary thereto, the Company will pay:

- (1) the named insured or any member of the insured's household who sustains bodily injury, caused by accident, in a motor vehicle accident, and
 - (2) any other person who sustains bodily injury, caused by accident,
 - (a) while occupying the insured motor vehicle, or
 - (b) while using such vehicle with the permission of the named insured, or the spouse of the insured if a resident of the same household,
- for losses incurred by such injured person within three years of the date of such accident for:
- (1) all reasonable and necessary medical expenses incurred for services furnished, and
 - (2) (a) if the person sustaining such bodily injury is an income or wage producer at the time of such accident, benefits for loss of income sustained by such person, while living, as a direct and proximate result of such accident, and
 - (b) if the person sustaining such bodily injury is not an income or wage producer at the time of such accident, benefits in reimbursement for necessary and reasonable expenses incurred for essential services ordinarily performed by such injured person for the care and maintenance of the family or family household,

during the period of such injured person's disability.

EXCLUSIONS

This insurance does not apply:

- (a) to any person who:
 - (1) intentionally causes the accident resulting in the bodily injury of such person, or
 - (2) sustains bodily injury while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official.
- (b) to the named insured or any member of the insured's household who sustains bodily injury while occupying or through being struck by a motor vehicle owned by such named insured or any member of the insured's household which is not an insured motor vehicle.

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim

AID 000320

of money equal to the amounts paid by the owner, operator or the Company under personal injury protection to such guest or passenger and the bodily injury liability and family protection or uninsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

(a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;

(b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

CONDITIONS

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancellation" and "Declarations."

2. **Premium.** If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.

3. **Proof of Claim and Medical Reports.** As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

4. **Other Insurance.** If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.

5. **Payment of Loss.** Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:

(a) accrued medical expenses and benefits for loss of income are payable every two weeks;

(b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.

6. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.

7. **Policy Period, Territory.** This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported between ports thereof.

By

William E. Tanchel

(Duly Authorized Representative)

FORM 241.—PERSONAL INJURY PROTECTION ENDORSEMENT—
Texas Standard Automobile Endorsement
Prescribed August 27, 1973

AID 000321

This endorsement modifies standard insurance policies as applied to the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the *named insured* ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
		Bodily Injury Liability	Property Damage Liability
SEAL BEACH ORANGE CO CA	WATERPORT BEACH PUBLICATION INC	INCLUDED IN	GROUPS 13 & 14
	2-THRU 3-11-71		
	1-1-72		
	1-1-73		
	1-1-74		
	1-1-75		
	1-1-76		
	1-1-77		
	1-1-78		
	1-1-79		
	1-1-80		
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This endorsement modifies the insurance policy as effected by the terms of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the *named insured* ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
		Bodily Injury Liability	Property Damage Liability
1747 WEST LINCOLN PASADENA CA	DONLAN CORPORATION	INCLUDED	
871 WILLOW ST REDWOOD CITY CA	MILLAND DEVELOPMENT COMPANY	IN COMPOSITE RATE	

Amending Policy No. TR-NSL-123T693-3-75

AID 000323

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

APPLICABLE TO POLICY NO. 123T653-3-75
ALLEG EXTRUSION 9-1-75

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises.
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

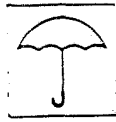
SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
		Bodily Injury Liability	Property Damage Liability
FEDERICO COSTA STREET HATO REY INDUSTRIAL DEVELOP- MENT HATO REY PR	IVAN BEGWINOFF	INCLUDED	IN COMPOSITE

Amending Policy No. 123T653-3-75

AID 000324

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. IR-4SL-1237694-3-45
Month, Day, Year PAGE #1

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES THE PREMIUM CONDITION AND IS APPLICABLE TO ALL INSURANCE AFFORDED BY THE POLICY NOT SPECIFICALLY EXCEPTED.

COMPOSITE RATE ENDORSEMENT

THE PREMIUM FOR THIS POLICY EXCEPT WITH RESPECT TO LA, NC & TX COVERAGE SHALL BE COMPUTED IN ACCORDANCE WITH THE PREMIUM BASIS AND RATES DESIGNATED IN THE SCHEDULE BELOW.

THE PREMIUM FOR LA, NC & TX COVERAGE SHALL BE COMPUTED IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY EXCLUSIVE OF THIS ENDORSEMENT.

A DISCOUNT WHERE APPLICABLE BASED UPON THE NUMBER OF AUTOMOBILES OWNED BY THE NAMED INSURED IS INCLUDED IN THE COMPUTATION OF THE RATES STATED IN THIS ENDORSEMENT AND SUCH DISCOUNT DOES NOT OTHERWISE APPLY.

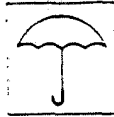
THE ADVANCE PREMIUM STATED BELOW IS AN ESTIMATED PREMIUM FOR THE FIRST ANNUAL PERIOD. UPON TERMINATION OF THIS ANNUAL PERIOD, THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE POLICY AND THIS ENDORSEMENT. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY; IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE INSURED. RATES AND PREMIUMS FOR THE SECOND ANNUAL PERIOD SHALL BE DETERMINED AT THE INCEPTION DATE OF EACH PERIOD AND SHALL BE SPECIFIED IN AN ENDORSEMENT TO BE ADDED TO THE POLICY. AFTER TERMINATION OF THIS PERIOD, THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE POLICY AND THIS ENDORSEMENT.

AID 000325

(CONTINUED ON PAGE #2)

SYMBOL NO.
8000101

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. CR-NOL-12378-0 4-75
Month, Day, Year PAGE #2

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SCHEDULE

1. DEFINITION OF PREMIUM BASIS: WORKMEN'S COMPENSATION REMUNERATION

2. COVERAGE	ESTIMATED REMUNERATION	RATES PER \$100 OF REMUNERATION		ESTIMATED ANNUAL ADVANCE PREMIUM	
		BI	PD	BI	PD
AUTOMOBILE LIABILITY CODE 9140	232,758,000	\$.0104 E .0095	.0069 .0064	24207 22112	15000 14897
GENERAL LIABILITY 43-0060	232,758,000	\$.0226 E .0201	.0151 .0134	32,603 46,784	35,146 31,190

AID 000326

SYMBOL NO.
6000(C)





THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 01-01-76 at the time of day the policy becomes effective. Amending Policy No. ED NSL-0000000000
 (Month, Day, Year)
 Issued to THE TRAVELERS COMPANY ET AL PER END \$000(A)
 Date of Issue: 3-25-76 CRF/YE/DP Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SCHEDULE

LIMITATION OF PREMIUM BASIS:

PAGE	ESTIMATED REMUNERATION	RATES PER \$100 OF REMUNERATION		ESTIMATED ANNUAL ADVANCE PREMIUM	
		BI	PD	BI	PD
MOBILE LIABILITY (91)	242,991,012	S .0104	.0069	25-271	18,750
		E .0095	.0064	23-024	15,111
TOTAL LIABILITY 43-MO50	242,991,012	S .0226	.0151	24-916	25,091
		E .0201	.0134	43-044	32,351

DUPLICATE

AID 000327

SYMBOL NO.

SC 10, 71

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

UNINSURED MOTORISTS INSURANCE

EFFECTIVE: 01-01-76

UNINSURED MOTORISTS INSURANCE COVERAGE PART-SPECIFIED CAR BASIS

It is agreed that this part applies only to the automobiles designated below:

Automobiles and
State of Principal Garaging
MOBILE
SPECIALLY CAPACED
ALL STATES

Limits of Liability
Each Person Each Accident
\$ EQUAL TO \$ MONTHLY
FINANCIAL RESPONSIBILITY
LIMITS OF THE
STATE WHERE THE VEHICLE
MOBILE IS PRINCIPALLY
CAPACED

Premium
\$ 000
COMPOSITE
ENDORSEMENT
\$00000

ENDORSEMENT

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10,000	20,000	14
10,000	20,000	75
5,000	10,000	7

OF 04 75 (ID 1-7)

Amending Policy No. TR-MSL-123T693-3-75

AID 000328

01-01-76 GPR/YE-DP
THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. T2-N3L-1231693-3-75
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**ADDITIONAL INSURED
 (ENGINEERING MANAGEMENT INC)**

IT IS AGREED THAT WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR BODILY INJURY AND PROPERTY DAMAGE, THE PERSONS INSURED PROVISION IS AMENDED BY ADDING THERETO ENGINEERING MANAGEMENT, INC., BUT ONLY WITH RESPECT TO OPERATIONS CONDUCTED ON PREMISES OWNED BY THE NAMED INSURED, AND SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS.

SUCH INSURANCE AS IS AFFORDED BY THIS ENDORSEMENT DOES NOT APPLY:

- 1) TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY AUTOMOBILE.
- 2) TO BODILY INJURY TO ANY OFFICER OR EMPLOYEE OF THE NAMED INSURED;
- 3) TO BODILY INJURY OR PROPERTY DAMAGE INCLUDED IN THE PRODUCTS HAZARD OR THE COMPLETED OPERATIONS HAZARD;
- 4) TO PROPERTY DAMAGE TO PROPERTY OWNED BY, LEASED OR RENTED TO THE NAMED INSURED;

THE INCLUSION HEREIN OF THE ADDITIONAL INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIMITS.

AID 000329

SYMBOL NO.
 9000(E)

William L. Tucker

ENDORSEMENT COPY—DO NOT ATTACH TO POLICY

INST. FACT		COMP. IND. OR BI	PD	TOT. DISABILITY	DEATH INDEMNITY	UNINS. MOT.	COMPREHENSIVE	COLLISION	FIRE-THEFT-WIND	TOWING
COMP. IND. OR AUTO.	ADD'L. PREM.									
	RET. PREM.									
BI STAT.	ADD'L. PREM.									
	RET. PREM.									
BI INCL. MED.	ADD'L. PREM.									
	RET. PREM.									
GEN. LIAB.	ADD'L. PREM.									
	RET. PREM.									
TOTAL	ADD'L. PREM.									
	RET. PREM.									
OFFICE & CODE	PROD. CODE	PROD.	POLICY EXPIRES				MODE OF ADJUST.			

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. _____
(Month, Day, Year)

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

1. COVERAGE OF ADDITIONAL 22-20 AND 20-20 OF BODILY INJURY

2. BODILY INJURY TO 100,000.00

AID 000330

SYMBOL No.



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. 2-151 123093-3-75
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOT APPLICABLE TO TX

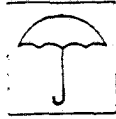
CONDITION 6 OF THE POLICY JACKET IS AMENDED TO READ AS FOLLOWS:

IF SUCH OTHER INSURER SHALL, FOR ANY REASON, REFUSE OR FAIL TO DEFEND AND INDEMNIFY THIS INSURED THEN THE COMPANY WILL TAKE OVER AND DEFEND AND INDEMNIFY IN ACCORDANCE WITH THE INSURING AGREEMENTS, TERMS AND CONDITIONS OF THIS POLICY, AS THOUGH SUCH OTHER POLICY DID NOT EXIST.

AID 000331

SYMBOL NO.
 8000(F)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. CR-NSL-123T693-3-75
Month, Day, Year

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

CONDITION 4: INSURED'S DUTIES IN THE EVENT OF OCCURRENCE CLAIM OR SUIT IS AMENDED AS FOLLOWS:

NOTICE SHALL BE DEEMED GIVEN AS SOON AS PRACTICABLE, AS RESPECTS THE NAMED INSURED, IF GIVEN WITHIN 30 DAYS AFTER THE INSURANCE MANAGER OF THE NAMED INSURED BECOMES AWARE OF SUCH OCCURRENCE OR OFFENSE.

AID 000332

SYMBOL NO.
8000 (G)



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1237593-3-75
Month, Day, Year.

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOT APPLICABLE TO TX

CONDITION 7-SUBROGATION OF THE POLICY JACKET TO READ:

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO THE EXTENT OF SUCH PAYMENT, TO ALL THE INSURED'S RIGHTS OF RECOVERY THEREFOR AND THE INSURED SHALL EXECUTE ALL PAPERS REQUIRED AND SHALL DO EVERYTHING THAT MAY BE NECESSARY TO SECURE SUCH RIGHTS, BUT THE COMPANY SHALL HAVE NO RIGHTS OF SUBROGATION AGAINST ANY OWNED OR CONTROLLED, SUBSIDIARY COMPANIES OF THE NAMED INSURED. THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS CONCERNED (INCLUDING THE INSURED) IN THE EXERCISE OF SUCH RIGHTS OF RECOVERY. IF ANY AMOUNT IS RECOVERED AS A RESULT OF SUCH PROCEEDINGS SUCH AMOUNT SHALL BE APPORTIONED AS FOLLOWS:

FIRST, ANY INTEREST (INCLUDING THE INSURED) THAT SHALL HAVE PAID AN AMOUNT OVER AND ABOVE ANY PAYMENT MADE UNDER THIS POLICY SHALL BE REIMBURSED UP TO THE AMOUNT PAID BY SUCH INTEREST. SECOND, THE COMPANY SHALL BE REIMBURSED OUT OF THE BALANCE THEN REMAINING, UP TO THE AMOUNT PAID UNDER THIS POLICY; THIRD, THE INSURED IS ENTITLED TO THE RESIDUE. THE EXPENSE OF ALL PROCEEDINGS NECESSARY TO THE RECOVERY OF ANY SUCH AMOUNT SHALL BE APPORTIONED BETWEEN THE INTERESTS CONCERNED (INCLUDING THE INSURED) IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED. IF THERE SHOULD BE NO RECOVERY IN PROCEEDINGS INSTITUTED SOLELY ON THE INITIATIVE OF THE COMPANY, THE EXPENSES THEREOF SHALL BE BORNE BY THE COMPANY.

AID 000333

SYMBOL NO.
8000(H)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-HSL-123T693-3-75
Month Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as on the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS COVERAGE PART L5B AUTOMOBILE MEDICAL PAYMENTS LIMITS OF
 LIABILITY TO READ:**

TX \$2500 EACH PERSON
 A/O \$2000 EACH PERSON

AID 000334

SYMBOL NO.
 8000(1)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. 13-851-123T699-3-5
Month, Day, Year.

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOT APPLICABLE TO TX

SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY TO ALL SPORT, ATHLETIC, SOCIAL OR RECREATIONAL ACTIVITIES SPONSORED BY THE NAMED INSURED IN WHICH THE EMPLOYEES OF THE INSURED ARE PARTICIPANTS.

AID 000335

SYMBOL NO.

230013

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. 22854-123 697-3-71
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS HEREBY AGREED THAT EXCLUSION (H) OF INSURANCE COVERAGE PART L1A IS
 ELIMINATED.

Legion East

AID 000336

SYMBOL NO.
 80001K



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. SP-51-300001
Month, Day, Year

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**ASSAULT & BATTERY COMMITTED FOR THE PURPOSE OF PREVENTING OR ELIMINATING
DANGER IN THE OPERATION OF AIRCRAFT OR FOR THE PURPOSE OF PROTECTING
THE PROPERTY OF THE INSURED OR THE PERSON OR PROPERTY OF OTHERS SHALL
BE CONSIDERED AN OCCURRENCE.**

AID 000337

SYMBOL NO.

300311

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-15L-123T593-3-16
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR BODILY INJURY LIABILITY AND FOR PROPERTY DAMAGE LIABILITY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:

1. THE UNQUALIFIED WORD "INSURED" ALSO INCLUDES ANY PERSON, TRUSTEE, ESTATE OR ORGANIZATION WHO LEASES OR RENTS PREMISES TO THE NAMED INSURED, BUT ONLY WITH RESPECT TO HIS LIABILITY ARISING OUT OF SUCH PREMISES WHILE LEASED TO, OCCUPIED OR USED BY THE NAMED INSURED;
2. THE INSURED WITH RESPECT TO SUCH PERSON, TRUSTEE, ESTATE OR ORGANIZATION SHALL APPLY ONLY TO SUCH AN EXTENT AND FOR SUCH LIMITS OF LIABILITY AS THE NAMED INSURED, UNDER ITS OPERATING PROCESSES, AS AGREED IN WRITING TO PROVIDE INSURANCE FOR SUCH INTEREST, PROVIDED THE COMPANY SHALL NOT BE LIABLE FOR ANY AMOUNT AGREED TO BY THE NAMED INSURED WHICH IS IN EXCESS OF THE LIMITS OF LIABILITY AFFORDED BY THE POLICY.

PREMIUM INCLUDED IN COMPOSITE RATE

AID 000338

SYMBOL NO.
8000 (1)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-HSL-123T690-3-75
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY UNDER THE PROPERTY DAMAGE LIABILITY COVERAGE THEREOF SHALL ALSO APPLY TO LIABILITY IMPOSED UPON THE INSURED BY ANY FOREST FIRE PREVENTION ACT OR BY ANY SIMILAR ACT FOR THE COST OF CONTROLLING OR EXTINGUISHING FIRES, WHETHER OR NOT SUCH FIRES OCCUR ON PREMISES OWNED BY, OCCUPIED BY, RENTED TO, OR IN THE CARE, CUSTODY AND CONTROL OF THE INSURED, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS.

(1) THE LIMITS OF LIABILITY AS STATED BELOW AS APPLICABLE TO "EACH OCCURRENCE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER COVERAGE B FOR ALL DAMAGES ARISING OUT OF DAMAGE TO OR DESTRUCTION OF ALL PROPERTY OF ONE OR MORE PERSONS OR ORGANIZATIONS, INCLUDING THE LOSS OF USE THEREOF AS THE RESULT OF ANY ONE ACCIDENT.

(2) LIMITS OF LIABILITY \$500,000 EACH OCCURRENCE.

AID 000339

SYMBOL No.
80007H



ENDORSEMENT**THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TP-NSL-1237693-3-75
Month, Day, Year

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

"APPLICABLE TO TX"

ITEM 1-NAMED INSURED TO READ:

THE ANACONDA COMPANY

AID 000340

SYMBOL NO.
800010

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-78
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

WITH RESPECT TO OPERATIONS AT CERTAIN MINING PROPERTIES IN WASATCH AND SUMMIT COUNTIES, UTAH THE POLICY IS EXTENDED TO COVER THE ADDITIONAL INTEREST OF

- (1) PARK CITY VENTURES - LESSEE AND**
- (2) UNITED PARK CITY MINES COMPANY - OWNER**

IT IS FURTHER AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY AND THIS ENDORSEMENT DOES NOT APPLY TO BODILY INJURY TO ANY EMPLOYEE OF PARK CITY VENTURES OR UNITED PARK CITY MINES COMPANY ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT WHILE UNDERGROUND.

AID 000341

SYMBOL NO.
 8000(P)

ENDORSEMENT**THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-HSL-123T553 3-1-5
(Month, Day, Year)

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

POLLUTION EXCLUSION (BROAD FORM)

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR BODILY INJURY AND PROPERTY DAMAGE DOES NOT APPLY TO POLLUTION OF THE AIR, LAND OR WATER, NOR TO BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM SUCH POLLUTION.

AID 000342

SYMBOL NO.

0000(Q)

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-4SL-1331653-2-5
Month, Day, Year

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUBSIDENCE OF SOIL

SUCH INSURANCE AS IS AFFORDED BY INSURANCE PART LIA UNDER COVERAGE B SHALL NOT APPLY TO INJURY TO OR DESTRUCTION INCLUDING THE LOSS OF USE OF PROPERTY RESULTING FROM OR ATTRIBUTABLE TO THE SUBSIDENCE OF SOIL AT ANY LOCALITY WHERE MINING OPERATIONS HAVE BEEN OR ARE BEING CONDUCTED OR THE DEPOSITION OF SILT.

AID 000343

SYMBOL NO.
BC0015

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-1237693-3-75
Month, Day, Year

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THE LIMITS OF LIABILITY OF THIS POLICY ARE INCLUSIVE OF AND NOT IN ADDITION TO THE LIMITS OF LIABILITY AFFORDED BY ANY OTHER LIABILITY POLICY ISSUED TO THE NAMED INSURED BY THE COMPANY AS EVIDENCE OF THIS INSURANCE.

AID 000344

SYMBOL NO.
80006

ENDORSEMENT



THE TRAVELERS INSURANCE CO ANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

INSURANCE COVERAGE PART - LIA - SECTION II - PERSONS INSURED PARAGRAPH "C"

DELETED AND THE FOLLOWING SUBSTITUTED IN LIEU THEREOF:

"IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS OTHER THAN AN INDIVIDUAL PARTNERSHIP OR JOINT VENTURE THE ORGANIZATION SO DESIGNATED AND ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, OR OTHER EMPLOYEE OF THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS AN OFFICER OR AS A DIRECTOR OF THE A.C.M. CLUB;

AND, ANY ATTORNEY, GEOLOGIST, ENGINEER OR OTHER EMPLOYEE AS NOMINEE FOR THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH OR WHILE ACTING AS AGENT FOR ANY NAMED INSURED UNDER THIS POLICY."

INSURANCE COVERAGE PART - LIA - SECTION IV - POLICY TERRITORY

DELETED AND THE FOLLOWING SUBSTITUTED IN LIEU THEREOF:

THIS POLICY APPLIES ONLY TO OCCURRENCES WHICH HAPPEN DURING THE POLICY PERIOD ANYWHERE IN THE WORLD, PROVIDED THE CLAIMS ARE MADE OR THE SUITS ARE BROUGHT WITHIN THE UNITED STATES OF AMERICA OR THE DOMINION OF CANADA, BUT SHALL NOT APPLY TO ANY MINING PREMISES, PLANTS, WAREHOUSE BUILDINGS OR OTHER PREMISES OR WORK PLACES OUTSIDE OF THE UNITED STATES OF AMERICA OR THE DOMINION OF CANADA.

WATERCRAFT WHILE AWAY FROM THE PREMISES:

EXCLUSION (E) OF INSURANCE PART LIA SHALL NOT APPLY UNDER COVERAGES A AND B TO OWNERSHIP, MAINTENANCE, OR USE OF ANY BARGE, SCOW, OR LIGHTER OWNED OR HIRED BY AND USED IN THE BUSINESS OF THE NAMED INSURED. SUCH INSURANCE AS IS AFFORDED HEREUNDER SHALL BE EXCESS COVERAGE OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE IN FORCE AS RESPECTS THIS EXPOSURE.

EXCLUSION (E) OF INSURANCE PART LIA SHALL NOT APPLY TO WATERCRAFT OF THE PLEASURE TYPE USED BY THE NAMED INSURED PROVIDED (1) THE WATERCRAFT IS NOT OWNED BY THE NAMED INSURED OR LEASED OR HIRED BY THE NAMED INSURED (2) THE WATERCRAFT IS NOT USED BY THE NAMED INSURED TO CARRY PASSENGERS FOR A CONSIDERATION OR IN TRANSPORTATION OF CARGO.

AID 000345

SYMBOL NO.

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-4SL-123T693-3-75
Month, Day, Year PAGE #1

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

ADVERTISING INJURY LIABILITY

COVERAGE

ADVERTISING INJURY

LIMITS OF LIABILITY

\$ 1,000,000 ADVERTISING INJURY
 \$ 1,000,000 GENERAL AGGREGATE

MINIMUM PREMIUM

\$

ADVANCE PREMIUM

\$ INCLUDED IN
 COMPOSITE

THE ADVANCE PREMIUM STATED IN THESE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY.

1. COVERAGE - ADVERTISING INJURY LIABILITY. THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF INJURY (HEREINAFTER CALLED ADVERTISING INJURY) SUSTAINED BY ANY PERSON OR ORGANIZATION AND ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES:

- A. THE PUBLICATION OR UTTERANCE OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL OR A PUBLICATION OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY;
- B. ANY INFRINGEMENT OF COPYRIGHT, TITLE, OR SLOGAN;
- C. PIRACY OR UNFAIR COMPETITION OR IDEA MISAPPROPRIATION UNDER AN IMPLIED CONTRACT;

AID 000346

IF SUCH OFFENSE IS COMMITTED DURING THE POLICY PERIOD WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA IN THE CONDUCT OF THE INSURED'S ADVERTISING, PROMOTIONAL OR PUBLICITY ACTIVITIES, AND THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH INJURY

(CONTINUED ON PAGE #2)

SYMBOL NO.

300010

ENDORSEMENT**THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TP-MSL-123456-3-7
Month, Day, Year PAGE #2

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE, OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

IN THE EVENT THAT, IN ANY SUIT WHICH THE COMPANY HAS AGREED TO DEFEND AS PROVIDED FOR IN THE PARAGRAPH ABOVE, ANY APPLICATION FOR AN INJUNCTION OR INJUNCTIVE RELIEF SHALL BE MADE BY THE PLAINTIFF, THE COMPANY AGREES TO DEFEND IN THE NAME AND ON BEHALF OF THE INSURED AGAINST SUCH APPLICATION FOR AN INJUNCTION OR INJUNCTIVE RELIEF; BUT THE OBLIGATION OF THE COMPANY SO TO DEFEND AGAINST SUCH APPLICATION FOR AN INJUNCTION OR INJUNCTIVE RELIEF SHALL NOT EXTEND BEYOND THE DETERMINATION OF THE COURT OF FIRST INSTANCE.

EXCLUSIONS.

THIS INSURANCE DOES NOT APPLY;

- A. TO FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS SHALL NOT APPLY TO CLAIM FOR THE UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON THE ALLEGED BREACH OF AN IMPLIED CONTRACT;**
- B. TO INFRINGEMENT OF REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME BY USE THEREOF AS THE TRADE MARK, SERVICE MARK OR TRADE NAME OF GOODS OR SERVICES SOLD, OFFERED FOR SALE OR ADVERTISED, BUT THIS SHALL NOT RELATE TO TITLES OR SLOGANS;**
- C. TO BODILY INJURY OR PROPERTY DAMAGE;**
- D. TO INCORRECT DESCRIPTION, OR MISTAKE IN ADVERTISED PRICE, OF ANY ARTICLE OR COMMODITY;**
- E. TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;**

AID 000347

(CONTINUED ON PAGE #3)

SYMBOL NO.
8000

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-400-12500-1-1-5
Month, Day, Year

Issued to _____
 Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

F. TO ANY OFFENSE COMMITTED DURING THE POLICY PERIOD WHICH WAS A CONTINUATION OR REPETITION OF THE SAME OR SIMILAR OFFENSE COMMITTED PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE;

G. TO ADVERTISING INJURY EITHER EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED.

II. PERSONS INSURED. EACH OF THE FOLLOWING IS AN INSURED UNDER THIS INSURANCE TO THE EXTENT SET FORTH BELOW:

A. IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS AN INDIVIDUAL THE PERSON SO DESIGNATED;

B. IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS A PARTNERSHIP OR JOINT VENTURE, THE PARTNERSHIP OR JOINT VENTURE SO DESIGNATED AND ANY PARTNER OR MEMBER THEREOF BUT ONLY WITH RESPECT TO HIS LIABILITY AS SUCH;

C. IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS OTHER THAN AN INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE, THE ORGANIZATION SO DESIGNATED AND ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH.

THIS INSURANCE DOES NOT APPLY TO ADVERTISING INJURY ARISING OUT OF THE CONDUCT OF ANY PARTNERSHIP OR JOINT VENTURE OF WHICH THE INSURED IS A PARTNER OR MEMBER AND WHICH IS NOT DESIGNATED IN THIS POLICY AS A NAMED INSURED.

III. LIMITS OF LIABILITY. REGARDLESS OF THE NUMBER OF (1) INSURED UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN ADVERTISING INJURY, OR (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF ADVERTISING INJURY, THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES RESULTING FROM THE SAME INJURIOUS MATERIAL, ACT OR OMISSION (REGARDLESS OF THE NUMBER OR KIND OF MEDIA USED OR THE FREQUENCY OF REPETITION THEREOF) SHALL NOT EXCEED THE LIMIT OF ADVERTISING INJURY LIABILITY STATED IN THE DECLARATIONS AS "ADVERTISING INJURY."

(CONTINUED ON PAGE #4)

AID 000348

SYMBOL NO.

8010-1

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-MSL-123T693-3-75
Month, Day, Year PAGE #4

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**SUBJECT TO THE ABOVE PROVISION RESPECTING "ADVERTISING INJURY,"
THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER THIS COVERAGE FOR
ALL DAMAGES SHALL NOT EXCEED THE LIMIT OF ADVERTISING INJURY LIABILITY
STATED IN THE ADDITIONAL DECLARATIONS AS "GENERAL AGGREGATE."**

IV. AMENDED DEFINITION. WHEN USED IN REFERENCES TO THIS INSURANCE:

**"DAMAGES" MEANS THOSE DAMAGES WHICH ARE PAYABLE BECAUSE OF ADVERTISING
INJURY ARISING OUT OF AN OFFENSE TO WHICH THIS INSURANCE APPLIES.**

AID 000349

SYMBOL NO.
80001U

ENDORSEMENT**THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-MSL-1237693-3-75
Month, Day, Year

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

**ADDITIONAL INSURED
(VENDORS - BROAD FORM)**

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION (HEREIN REFERRED TO AS "VENDOR"), AS AN INSURED, BUT ONLY WITH RESPECT TO THE DISTRIBUTION OR SALE IN THE REGULAR COURSE OF THE VENDOR'S BUSINESS OF THE NAMED INSURED'S PRODUCTS SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. THE INSURANCE WITH RESPECT TO THE VENDOR DOES NOT APPLY TO:
 - (A) ANY EXPRESS WARRANTY UNAUTHORIZED BY THE NAMED INSURED;
 - (B) BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF
 - (I) ANY PHYSICAL OR CHEMICAL CHANGE IN THE FORM OF THE PRODUCT MADE INTENTIONALLY BY THE VENDOR,
 - (II) REPACKING, UNLESS UNPACKED SOLELY FOR THE PURPOSE OF INSPECTION, DEMONSTRATION, TESTING OR THE SUBSTITUTION OF PARTS UNDER INSTRUCTION FROM THE MANUFACTURER AND THEN REPACKED IN THE ORIGINAL CONTAINER,
 - (III) DEMONSTRATION, INSTALLATION, SERVICING OR REPAIR OPERATIONS, EXCEPT SUCH OPERATIONS PERFORMED AT THE VENDOR'S PREMISES IN CONNECTION WITH THE SALE OF THE PRODUCT, OR
 - (IV) PRODUCTS WHICH AFTER DISTRIBUTION OR SALE BY THE NAMED INSURED HAVE BEEN LABELED OR RELABELED OR USED AS A CONTAINER, PART OR INGREDIENT OF ANY OTHER THING OR SUBSTANCE BY OR FOR THE VENDOR.
2. THE INSURANCE DOES NOT APPLY TO ANY PERSON OR ORGANIZATION, AS INSURED, FROM WHOM THE NAMED INSURED HAS ACQUIRED SUCH PRODUCTS OR ANY INGREDIENT, PART OR CONTAINER, ENTERING INTO, ACCOMPANYING OR CONTAINING SUCH PRODUCTS.

INCLUDED IN COMPOSITE

AID 000350

SYMBOL NO.

200019

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

UNINSURED MOTORISTS INSURANCE

UNINSURED MOTORISTS INSURANCE COVERAGE PART-SPECIFIED CAR BASIS

It is agreed that this part applies only to the automobiles designated below:

Automobiles and State of Principal Garaging	Limits of Liability		Premium
	Each Person	Each Accident	
ALL AUTOMOBILES PRINCIPALLY GARAGED IN ALL STATES	\$ EQUAL TO FINANCIAL RESPONSIBILITY LIMIT OF THE STATE WHERE THE AUTO- MOBILE IS PRINCIPALLY GARAGED	\$ MINIMUM	\$ SEE COMPONENT ENDORSEMENT 0000(6)
EXCEPT			
1 CA	1,000,000	1,000,000	35
7 CO	10,000	20,000	15
15 TX	10,000	20,000	75
20	5,000	10,000	7

Amending Policy No. Q-231, 1997500-2.75

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

AID 000351

ENDORSEMENT**THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-451-123T693-3-75
Month, Day, Year,

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOT APPLICABLE TO TX

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE PHYSICAL DAMAGE INSURANCE

COVERAGE IN MEXICO - 90 DAYS

THIS INSURANCE ALSO APPLIES TO BODILY INJURY AND PROPERTY DAMAGE OR LOSS WHICH OCCURS DURING THE POLICY PERIOD WITHIN THE REPUBLIC OF MEXICO SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

- 1. THIS INSURANCE APPLIES ONLY DURING A TEMPORARY VISIT FOR A PERIOD OF NOT MORE THAN NINETY (90) CONSECUTIVE DAYS.**
- 2. IN THE EVENT OF A LOSS TO A COVERED AUTOMOBILE WHICH MAKES NECESSARY THE REPAIR OF SUCH AUTOMOBILE OR THE REPLACEMENT OF ANY PART OR PARTS THEREOF WHILE SUCH AUTOMOBILE IS WITHIN SUCH MEXICAN TERRITORY, THE LIMIT OF THE COMPANY'S LIABILITY FOR SUCH REPAIRS OR REPLACEMENTS SHALL NOT EXCEED THE COST OF SUCH REPAIRS OR REPLACEMENTS AT THE NEAREST POINT IN THE UNITED STATES OF AMERICA WHERE SUCH REPAIRS OR REPLACEMENTS CAN BE MADE.**

AID 000352

SYMBOL NO.

11190

SYMBOL NUMBERS OF ENDORSEMENTS

Amending Policy No. TR-NSL-123T693-3-75

It is agreed that endorsements with the following symbol numbers form a part of this policy on its effective date:

G106A G109(3) G209A 41288 9380(2) 12520 19950 20541 23480 23490
24910 8802 8810(3)

THE TRAVELERS INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

C-10925 1-66 PRINTED IN U.S.A.

#2

9380

NOTICE OF CANCELLATION

It is agreed that no limitation or cancellation of this policy shall become effective until the number of days' written notice specified in Item 2 of the Schedule shall have been given to the person or organization designated in Item 1 of the Schedule at the address there designated.

Schedule

1. Name: DEPARTMENT OF THE NAVY
OFFICE OF NAVAL MATERIAL INSURANCE BRANCH
Address: WASHINGTON DC 20360
2. Number of Days' Notice: 30

Amending Policy No. TR-NSL-123T693-3-75

THE TRAVELERS INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

C-12301 12-67 PRINTED IN U.S.A.

AID 000353

8221

SYMBOL NUMBERS OF ENDORSEMENTS

Amending Policy No. TR-NSL-123T693-3-75

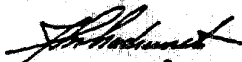
It is agreed that endorsements with the following symbol numbers form a part of this policy on its effective date:

A991 A0008 CA 09 10(ED 1-74) CA 09 12(ED 1-74) CC 384A CP 01 51(ED 1-74)
CP 02 53(ED 1-74) CP 02 84(ED 1-74) CP 04 51(ED 1-74) CP 04 60(ED 1-74)
CP 04 64(ED 1-74) CP 04 67(ED 1-74) CP 04 68(ED 1-74) CP 04 69(ED 1-74)
CP 04 70(ED 1-74) CP 04 71(ED 1-74) CP 04 73(ED 1-74) CP 04 74(ED 1-74)
CP 04 76(ED 1-74) CP 04 86(ED 1-74) CP 09 23(ED 1-74) EE-386 H7C H63A
TX-03-69 25 241 4080A 4193C 800G(A-V) 8221 8841(2) 8871(6) 9950
11190 11260 11310 18230 20230 20661 23581 23700 24290 24830 25020
25550 25670 26090

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary


Secretary


Secretary

C-10925 1-66 PRINTED IN U.S.A.

9380

AID 000354

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

UNINSURED MOTORISTS INSURANCE

**LIMITATION OF UNINSURED MOTORISTS INSURANCE COVERAGE PART-
NEW JERSEY**

THE COVERAGE WITH RESPECT TO AN INSURED HIGHWAY VEHICLE PRINCIPALLY GARAGED IN THE STATE OF NEW JERSEY, DOES NOT APPLY TO ANY ACCIDENT OCCURRING IN THE STATE OF NEW JERSEY.

AID 000355

SYMBOL NO.
11260

William L. Simola

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOT APPLICABLE TO TX

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

EXCLUSION OF AUTOMOBILES IN CANADA

THIS POLICY DOES NOT APPLY TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF AUTOMOBILES PRINCIPALLY GARAGED IN CANADA.

AID 000356

SYMBOL NO.
11310

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT - FORM F

Effective from _____ At 12:01 A.M. Standard Time Amending Policy No. TR-801-12-1057-1

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD.
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and the limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated below.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

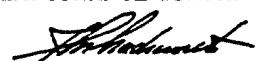
X-INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA		VIRGINIA	
DISTRICT OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	X
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA			

THE TRAVELERS INDEMNITY COMPANY


Secretary

AID 000357

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

Countersigned by William L. Thomas

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-MSL-1237 68-03-7

Issued to _____

Date of Issue: _____

FOR USE	OFFICE & CODE POL. SERVICES	PREL. CODE MODE OF ADJUST.	PREL. LAC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

CONTRACTUAL LIABILITY INSURANCE (BLANKET COVERAGE)

AMENDMENT OF "PERSONS INSURED" PROVISION

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE A SECOND PARAGRAPH AS FOLLOWS:

"THIS INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE CONDUCT OF ANY PARTNERSHIP OR JOINT VENTURE OF WHICH THE INSURED IS A PARTNER OR MEMBER AND WHICH IS NOT DESIGNATED IN THIS POLICY AS A NAMED INSURED."

AID 000358

Form 82

19950

THE TRAVELERS INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

ILLINOIS INSURANCE IN THE TRAVELERS INDEMNITY COMPANY OF ILLINOIS

Amending Policy Numbered 3-201-111-123

It is agreed that the obligations expressed in the policy as obligations of The Travelers Insurance Company or The Travelers Indemnity Company, subject to the exclusions, conditions and other terms thereof, are the obligations of The Travelers Indemnity Company of Illinois to the extent that such obligations are with respect to risks located in Illinois and that the policy to such extent is a contract between the insured and The Travelers Indemnity Company of Illinois and no other.

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE TRAVELERS INDEMNITY COMPANY OF ILLINOIS


Secretary

AID 000359

ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. TR-NSL-123T693-3-75
(Month, Day, Year)

Issued to _____
Date of Issue: _____ Additional Premium \$ _____ Return Premium \$ _____

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

APPLICABLE TO ENGINEERING MANAGEMENT INC

THIS ENDORSEMENT MODIFIES THE PROVISIONS OF THE POLICY RELATING TO ALL LIABILITY INSURANCE OTHER THAN PERSONAL INJURY LIABILITY INSURANCE AND SUCH INSURANCE AS IS AFFORDED BY THE POLICY WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE, INCLUDING LOADING OR UNLOADING, OF ANY AUTOMOBILE.

EXCLUSION

(ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY)

THIS INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE RENDERING OF OR THE FAILURE TO RENDER SERVICES BY OR ON BEHALF OF THE NAMED INSURED PURSUANT TO ANY ARCHITECTURAL OR ENGINEERING SERVICES CONTRACT; BUT THIS EXCLUSION DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE OCCURRING AT PREMISES OWNED BY OR LEASED TO THE NAMED INSURED.

AID 000360

SYMBOL NO.
20541

William R. [Signature]

**AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT
OREGON**

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

AUTOMOBILE PERSONAL INJURY PROTECTION

The Company will provide in accordance with Chapter 523 of Oregon Laws 1971, the following benefits for loss and expense incurred because of bodily injury caused by accident and arising out of the ownership, maintenance or use of an automobile:

- (a) medical and hospital benefits, including funeral expenses, to or on behalf of each injured person;
- (b) income continuation benefits to or on behalf of each injured person who at the time of the accident was usually engaged in a remunerative occupation;
- (c) loss of services benefits to or on behalf of each injured person who at the time of the accident was not usually engaged in a remunerative occupation.

Exclusions

This insurance does not apply:

- (a) to or on behalf of any person
 - (1) who intentionally causes injury to himself; or
 - (2) who is injured while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;
- (b) to income continuation benefits to or on behalf of any person who sustains bodily injury in an accident which occurs outside the State of Oregon, but this exclusion does not apply (1) to the named insured or a relative, or (2) to any other person while occupying the insured automobile as a guest passenger or while using the insured automobile with the permission of the named insured;
- (c) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (d) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (e) to the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;
- (f) to a relative while occupying any automobile owned by such relative or furnished for the relative's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;
- (g) with respect to any injured person who is not the named insured or a relative, to the extent that amounts are paid or payable to or on behalf of such injured person under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits or gratuitous benefits.

Definitions

When used in reference to this insurance:

"injured person" means

- (a) the named insured or any relative who sustains bodily injury caused by accident while occupying, or while a pedestrian, through being struck by an automobile;
- (b) any person, other than the named insured or a relative, who sustains bodily injury caused by accident (1) while occupying the insured automobile as a guest passenger, or (2) while using the insured automobile with the permission of the named insured, or (3) while a pedestrian, through being struck by the insured automobile;

"named insured" means the individual named in Item 1 of the declarations of the policy and includes his spouse if a resident of the same household;

"relative" means a relative of the named insured who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

AID 000361

"occupying" means in or upon or entering into or alighting from:
 "automobile" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"insured automobile" means a private passenger automobile of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies;

"private passenger automobile" means a 4 wheel private passenger or station wagon type automobile not used as a public or delivery conveyance nor rented to others, and includes any other 4 wheel automobile of the utility, pickup body sedan delivery or panel truck type which is not used primarily in the occupation, profession or business of the named insured or a relative, other than farming or ranching;

"medical and hospital benefits" means payments for all reasonable and necessary expenses incurred within one year from the date of the accident by or on behalf of the injured person as a result of such accident for medical, hospital, dental, surgical, ambulance, prosthetic and funeral services;

"income continuation benefits" means payment of 70% of the injured person's loss of income from work because of bodily injury sustained by him in the accident, during the period commencing 14 days after the date of such accident and ending as of either the date on which such person is able to return to his usual occupation or the expiration of not more than 52 weeks from such 14th day;

"loss of services benefits" means reimbursement, for expenses reasonably incurred for essential services in lieu of those the injured person would have performed without income, provided such services are actually rendered during the period commencing 14 days after the date of the accident and ending as of either the date on which such injured person is reasonably able to perform such services or the expiration of not more than 52 weeks from such 14th day.

Limits of Liability

Regardless of the number of claims made or insured automobiles to which this insurance applies, the Company's liability for AUTOMOBILE PERSONAL INJURY PROTECTION benefits is limited as follows:

1. The total amount payable by the Company to or on behalf of each injured person because of bodily injury sustained by such injured person in any one accident shall not exceed the sum of

(a) \$3,000 for medical and hospital benefits including funeral expenses; provided, however, that payment for such funeral expenses shall in no event exceed \$1,000; and provided further that with respect to each injured person to whom a deductible amount if any is stated in the Schedule of this endorsement to apply, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such benefits to or on behalf of such injured person because of bodily injury sustained by him in any one accident and, if the total amount of all such sums exceeds such deductible amount, the total amount so payable by the Company for such benefits shall then be the difference between such deductible amount and \$3,000;

(b) \$500 per month for income continuation benefits;

(c) \$12 per day for loss of services benefits;

Subject otherwise to the limitations stated in definition of each of such benefits as applicable thereto.

2. Any amount payable by the Company under the terms of this insurance to or on behalf of an injured person who is the named insured or a relative shall be reduced

(a) by the amount paid or payable to or on behalf of such injured person under any workmen's compensation or any other similar medical or disability benefits law;

(b) if similar insurance for personal injury protection benefits is provided under another automobile insurance policy to the extent of the amount of any medical and hospital, income continuation or loss of services benefits available to such injured person under such other policy.

3. Any payments made by the Company under this insurance either as benefits to or on behalf of any injured person or as reimbursement, pursuant to Chapter 523 of Oregon Laws 1971, to any other insurer or organization for such benefits paid by it shall be applied in reduction of the amount of damages which, because of bodily injury sustained in the same accident, such injured person may be entitled to recover from the Company or any other insurer under insurance afforded for either bodily injury liability or protection against uninsured motorists.

Policy Period, Territory

This insurance applies, except as specifically limited by exclusion (b), only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

AID 000362

CONDITIONS

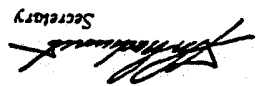
This insurance is subject to the following additional Conditions:

- A. Notice. In the event of an accident, written notice containing particulars sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- B. Action Against Company. No action shall lie against the Company, unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- C. Medical Reports; Proof of Claim. As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

The injured person, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the injured person, as a condition for receiving income continuation benefits, cooperate in furnishing the Company reasonable medical proof of his inability to work.

- D. Trust Agreement. In the event of payment to any person of any benefits under this endorsement:
 - (a) the Company shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made, to the extent the damages recovered include any expense, amount or payment for which such benefits were paid;
 - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of any expense, amount or payment which is the subject of claim made hereunder;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - (d) if requested in writing by the Company, such person shall take, through any representative, not in conflict in interest with such person designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith;
 - (e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- E. Subrogation. In the event of any payment under this endorsement, the Company shall be entitled to reimbursement pursuant to Section 7 (1) of Chapter 523 Oregon Laws 1971, and subrogated, to the extent of such payment, to all the rights of recovery therefor which the person to or on behalf of whom such payment is made may have against any person or organization, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure rights. Such person shall do nothing after loss to prejudice such rights.
- F. Arbitration. If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

AID 000363


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY

Amending Policy No. TR-45L-1257693-3-75

- ☐ each named insured and each relative.
- ☐ each named insured

The insurance for medical and hospital benefits shall be subject to a deductible of \$ _____ applicable to:

SCHEDULE

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. _____

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

MICHIGAN NO-FAULT INSURANCE AMENDATORY ENDORSEMENT

It is agreed that the endorsement entitled "Michigan No-Fault Insurance Endorsement (Personal Protection Insurance)" forming a part of the policy is amended by the addition of the following Section:

Premium Recomputation

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages under the provisions of Chapter 31 of the Michigan Insurance Code. If a court of competent jurisdiction declares or enters a judgment from which there is no appeal the effect of which is to render the provisions of such Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to review by the Commissioner of Insurance. In the event the named insured elects to delete any coverage as a result of such declaration or judgment, any resulting refund of premium shall be computed on a pro-rata basis.

AID 000364

Printed No.

24830

THE TRAVELERS INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

FLORIDA AUTOMOBILE REPAIRATIONS REFORM ACT ENDORSEMENT

R-SL-1237693-3-76

The company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

PERSONAL INJURY PROTECTION

The company will pay, in accordance with the Florida Automobile Reparatons Reform Act, to or for the benefit of the injured person:

- (a) all reasonable medical expenses, and
- (b) with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person and all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household, and
- (c) funeral, burial or cremation expenses, incurred as a result of bodily injury, caused by an accident arising out of the ownership, maintenance or use of a motor vehicle and sustained by:
 - (1) the named insured or any relative while occupying a motor vehicle or, while a pedestrian, through being struck by a motor vehicle; or
 - (2) any other person while occupying the insured motor vehicle or, while a pedestrian, through being struck by the insured motor vehicle.

Exclusions

This insurance does not apply:

- (a) to the named insured or any relative while occupying a motor vehicle of which the named insured is the owner and which is not an insured motor vehicle under this insurance;
- (b) to any person while operating the insured motor vehicle without the express or implied consent of the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (i) causing bodily injury to himself intentionally;
 - (ii) convicted of driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired; or
 - (iii) while committing a felony;
- (d) to the extent that benefits are paid or payable under any workmen's compensation law;
- (e) to any pedestrian, other than the named insured or any relative, not a legal resident of the State of Florida;
- (f) to any person, other than the named insured, if such person is the owner of a motor vehicle with respect to which security is required under the Florida Automobile Reparatons Reform Act;
- (g) to any person, other than the named insured or any relative, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an insured motor vehicle under this insurance or from the owner's insurer;
- (h) to any person who sustains bodily injury while occupying a motor vehicle located for use as a residence or premises.

Limit of Liability; Application of Deductible; Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Automobile Reparatons Reform Act from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall be \$5,000; provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$1,000. If workmen's compensation benefits have been received for the same items of loss and expense under any workmen's compensation law, the total aggregate limit of personal injury protection benefits available with respect to such bodily injury shall be reduced by the amount of workmen's compensation benefits received.

If benefits have been received under the Florida Automobile Reparatons Reform Act from any insurer for the same items of loss and expense for which benefits are available under this policy, the company shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from the company its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

(Continued on page 2)

AID 000365

The amount of any deductible stated in the schedule of this endorsement shall be deducted from the total amount of all sums otherwise payable by the company with respect to all loss and expense incurred by or on behalf of each person to whom the deductible applies and who sustains bodily injury as the result of any one accident, and if the total amount of such loss and expense exceeds such deductible, the total limit of benefits the company is obligated to pay shall then be the difference between such deductible amount and the applicable limit of the company's liability.

Definitions

When used in reference to this Section:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"medical expenses" means expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs;

"motor vehicle" means a 4 wheel self-propelled vehicle of a type required to be registered and licensed under Florida law, which is not used as a public or livery conveyance, and which is one of the following types:

- (a) a private passenger vehicle, such as a sedan, station wagon or jeep-type vehicle,
- (b) a pick-up or panel truck not used primarily in the occupation, business or profession of the owner,
- (c) a utility automobile designed for personal use, as a camper or motor home or for family recreational purposes but a utility automobile does not include any such automobile used primarily
 - (1) in the occupation, profession or business of the owner or
 - (2) for the transportation of passengers.

A "motor vehicle" does not include a vehicle owned by the State of Florida, any political subdivision or municipality thereof, or the Federal Government;

"named insured" means the person or organization named in the declarations of the policy, and if an individual, shall include the spouse if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"insured motor vehicle" means a motor vehicle of which the named insured is the owner and with respect to which (a) the bodily injury liability insurance of the policy applies and (b) security is required to be maintained under the Florida Automobile Reparations Reform Act;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"pedestrian" means a person while not an occupant of any self-propelled vehicle;

"owner" means a person or organization who holds the legal title to a motor vehicle, and also includes:

- (a) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
- (b) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and
- (c) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

Policy Period; Territory

The insurance under this Section applies only to accidents which occur during the policy period

- (a) in the State of Florida, and
- (b) as respects the named insured or a relative, while occupying the insured motor vehicle outside the State of Florida but within the United States of America, its territories or possessions or Canada, and
- (c) as respects the named insured, while occupying a motor vehicle of which a relative is the owner and for which security is maintained under the Florida Automobile Reparations Reform Act, outside the State of Florida but within the United States of America, its territories or possessions or Canada.

Conditions

- (1) **Notice.** In the event of an accident, written notice of the loss must be given to the company or any of its authorized agents as soon as practicable.

If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the company by such injured person or his legal representative.

(Continued on page 3)

- (2) **Action Against The Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, and until 30 days after the required notice of accident and reasonable proof of claim has been filed with the company.
- (3) **Medical Reports; Proof and Payment of Claim.** As soon as practicable the person making claim shall give to the company written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the company in determining the amount due and payable. Such person shall submit to mental or physical examinations at the company's expense when and as often as the company may reasonably require and a copy of the medical report shall be forwarded to such person if requested.
- (4) **Reimbursement and Subrogation.** In the event of payment to or for the benefit of any injured person under this insurance:
- (a) The company shall be reimbursed to the extent of such payment, exclusive of reasonable attorneys' fees and other reasonable expenses, out of the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made and the company shall have a lien on such proceeds to such extent;
 - (b) if the injured person or his legal representative fails to bring suit against a person or organization legally responsible for such bodily injury within one year after the last payment of any benefits under this insurance, the company, upon giving 30 days written notice to the injured person or his legal representative, shall have the right to bring suit against such person or organization, in its own name or in the name of the injured person or his legal representative, to recover the amount of such payments, provided, however, that the prosecution or settlement of such suit without the consent of the injured person or his legal representative shall be without prejudice to such person or his legal representative.

SECTION II

MODIFICATION OF POLICY COVERAGES

Any automobile medical payments insurance and any protection against uninsured motorists insurance afforded by the policy shall be excess over any benefits available, or which would be available but for the application of a deductible, under the Florida Automobile Reparations Reform Act.

SECTION III

FINANCIAL RESPONSIBILITY

With respect only to any motor vehicle for which security is required to be maintained under the Florida Automobile Reparations Reform Act and for which insurance is afforded under the policy, the limits of the company's liability under the insurance for bodily injury and property damage liability shall comply with the limits of liability required by any other applicable motor vehicle financial responsibility or compulsory insurance law.

SECTION IV

PROVISIONAL PREMIUM

It is agreed that in the event of any change in the rules, rates, rating plans, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Automobile Reparations Reform Act providing for the exemption of persons from tort liability, the premium stated in the declarations for any automobile bodily injury liability, automobile property damage liability, automobile medical payments and protection against uninsured motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy or continuation, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the named insured pursuant to Section 12(2)(e) of the Florida Automobile Reparations Reform Act with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the declarations, the named insured shall pay to the company the excess as well as the amount of any return premium previously credited or refunded.

SCHEDULE

The insurance for PERSONAL INJURY PROTECTION is subject to a deductible of \$ NONE

applicable to ☐ the following named insured only: _____
☐ each named insured and each relative.

Amending Policy No. TR-NSL-1207693-3-75

AID 000367

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY UNDER SECTION 215 OF THE INTERSTATE COMMERCE ACT

The policy to which this endorsement is attached is an automobile bodily injury and property damage liability policy and is hereby amended to assure compliance by the insured, as a motor carrier of passengers or property, with Section 215 of the Interstate Commerce Act and the pertinent rules and regulations of the Interstate Commerce Commission.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay, within the limits of liability hereinafter provided, any final judgment recovered against the insured for bodily injury to or death of any person, or loss of or damage to property of others (excluding injury to or death of the insured's employees while engaged in the course of their employment, and property transported by the insured, designated as cargo), resulting from negligence in the operation, maintenance, or use of motor vehicles under certificate of public convenience and necessity or permit issued to the insured by the Interstate Commerce Commission, or otherwise in transportation in interstate or foreign commerce subject to part II of the Interstate Commerce Act, regardless of whether such motor vehicles are specifically described in the policy or not.

The liability of the Company extends to such bodily injuries and deaths and losses and damages whether occurring on the route or in the territory authorized to be served by the insured or elsewhere.

Within the limits of liability hereinafter provided it is further understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement, by the insured, shall relieve the Company from liability hereunder or from the payment of any such final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company, and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The limits of the Company's liability for the amounts provided in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

The Company shall not be liable for amounts in excess of the following for each accident:

SCHEDULE OF LIMITS

Motor Carriers—Bodily Injury Liability—Property Damage Liability

(1)	(2)	(3)	(4)
Kind of Equipment	Limit for bodily injuries to or death of one person	Limit for bodily injuries to or death of all persons injured or killed in any one accident (subject to a maximum of \$100,000 for bodily injuries to or death of one person)	Limit for loss or damage in any one accident to property of others (excluding cargo)
Passenger Equipment (seating capacity)			
Seven passengers or less	\$100,000	\$300,000	\$50,000
8 to 12 passengers, inclusive	100,000	300,000	50,000
13 to 20 passengers, inclusive	100,000	500,000	50,000
21 to 30 passengers, inclusive	100,000	500,000	50,000
31 passengers or more	100,000	500,000	50,000
Freight Equipment			
All motor vehicles used in the transportation of property	100,000	300,000	50,000

Whenever required by the Commission, the Company agrees to furnish to the Commission a duplicate original of said policy and all endorsements thereon.

This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the Interstate Commerce Commission at its office in Washington, D.C., said thirty (30) days' notice to commence to run from the date notice is actually received in the office of said Commission.

Issued to THE UNIVERSITY OF MICHIGAN of ANN ARBOR
Dated at ANN ARBOR this 10 day of APRIL, 1952
Amending Policy No. 100-100-100-100

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

Countersigned by _____

Authorized Company Representative.



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 10-01-56 at the time of day the policy becomes effective. Amending Policy No. 5-475-1
(Month, Day, Year)
 Issued to THE LOUISIANA CEMENT CO. INC.
 Date of Issue: 10-25-56 CRS, YK/JP Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

APPLICABLE TO LOUISIANA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Manufacturers and Contractors Liability Insurance
 Owners Landlords and Tenants Liability Insurance
 Personal Injury Liability Insurance
 Comprehensive General Liability Insurance

Bodily Injury Exclusion Endorsement
(Officers and Employees of the Named Insured)

The insurance does not apply to bodily injury sustained by any employee or executive officer of the named insured arising out of and in the course of his employment by the named insured, or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply (1) to the insureds, if any, designated in the Schedule below, or (2) to liability assumed by the named insured under a written contract, executed prior to loss, other than a written contract between the named insured and any employee or executive officer thereof.

Schedule

1. Title:

2. Premium Computation

Rate
15 % of Annual Workers'
 Compensation Premium - Louisiana

Provisional Premium
 \$ 5.47

Premium for this endorsement is to be increased by
7.5 % (M&C Table A Increased Limits Factor)

1.00
2.50

AID 000369

SYMBOL NO.

26131

This endorsement modifies such insurance as is afforded
by the provisions of any General Liability Insurance

AMENDATORY ENDORSEMENT - NOTICE
TEXAS

As respects *bodily injury* liability coverage and *property damage* liability coverage, unless the company is prejudiced by the *insured's* failure to comply with the requirement, any provision of this policy requiring the *insured* to give notice of action, occurrence or loss, or requiring the *insured* to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

A. Insuring Agreements

The Company agrees with the Named Insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

PART I

B. Coverages

1. Personal Injury Protection Insurance (Personal Protection Insurance) — PIP

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, personal protection benefits consisting of

- (a) allowable expenses;
- (b) work loss; and
- (c) survivors' loss

as a result of bodily injury caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

2. Property Protection Insurance — BPP

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for damage to tangible property caused by accident and arising out of the ownership, operation, maintenance or use, including loading and unloading, of the insured motor vehicle as a motor vehicle.

C. Definitions

Under Part I:

allowable expenses means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices;

bodily injury means accidental bodily injury, sickness or disease, including death resulting therefrom;

damage means accidental physical injury to or destruction of tangible property including the loss of use of such injured or destroyed property;

dependent survivors means

1. the surviving spouse of the deceased eligible injured person if residing in the same household at the time of death, or if dependent upon such deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;
2. any other person who was dependent upon the deceased eligible injured person at the time of such eligible injured person's death, but only while such other person is
 - (a) under the age of 18 years; or
 - (b) physically or mentally incapacitated from earning; or
 - (c) engaged full-time in a formal program of academic or vocational education or training;

AID 000371

eligible injured person means

1. the **Named Insured** or any relative who sustains **bodily injury** in an accident involving a motor vehicle;
2. any other person who sustains **bodily injury**
 - (a) while occupying the **insured motor vehicle**; or
 - (b) while not occupying any motor vehicle as a result of an accident involving the **insured motor vehicle**; or
 - (c) as the result of an accident involving any other motor vehicle
 - (1) which is being operated by the **Named Insured** or a relative, and
 - (2) to which the **bodily injury liability insurance** of the policy applies;

income means salary, wages, tips, commissions, fees, and other earnings derived from work or employment;

insured motor vehicle means

1. when used with respect to **Personal Injury Protection Insurance**, a motor vehicle with respect to which
 - (a) the **bodily injury liability insurance** of the policy applies and for which a specific premium is charged; and
 - (b) the **Named Insured** is required to maintain security under Chapter 31 of the Michigan Insurance Code;
2. when used with respect to **Property Protection Insurance**,
 - (a) a motor vehicle owned by the **Named Insured** with respect to which
 - (1) the **property damage liability insurance** of the policy applies and for which a specific premium is charged; and
 - (2) the **Named Insured** is required to maintain security under Chapter 31 of the Michigan Insurance Code, or
 - (b) a motor vehicle operated by the **Named Insured** or any relative which is not owned by such **Named Insured** or relative, and to which the **property damage liability insurance** of the policy applies;

motor vehicle means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

Named Insured means the person or organization named in Item 2 of the General Declarations;

occupying means in or upon or entering into or alighting from;

relative means a person related to the **Named Insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **Named Insured**;

survivors' loss means loss sustained during the first 3 years after the date of the accident by **dependent survivors** because of the death of an **eligible injured person** and consisting of

1. contributions of tangible things of economic value, not including services, that such **dependent survivors** would have received for support during their dependency from the deceased had he not sustained the **bodily injury** causing death, and
2. expenses reasonably incurred by such **dependent survivors** during their dependency in obtaining ordinary and necessary service in lieu of those that the deceased person would have performed for their benefit had he not sustained the **bodily injury** causing death;

AID 000372

work loss means loss sustained during the first 3 years after the date of the accident consisting of

1. loss of income the eligible injured person would have earned had he not sustained bodily injury, and
2. reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained bodily injury, the eligible injured person would have performed not for income but for the benefit of himself or his dependent.

but work loss does not include any loss after the date on which the eligible injured person dies.

D. Exclusions

The insurance under Part I does not apply:

1. Under Personal Injury Protection Insurance,
 - (a) to any benefits any person would otherwise be entitled to receive hereunder for bodily injury intentionally caused by him to himself or to another;
 - (b) to bodily injury sustained by any person while using a motor vehicle which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such motor vehicle;
 - (c) to bodily injury sustained by any person, other than the Named Insured or any relative, while not occupying any motor vehicle, if the accident occurs outside the State of Michigan;
 - (d) to bodily injury sustained by the Named Insured while occupying, or through being struck by while not occupying, any motor vehicle owned or registered by the Named Insured and which is not an insured motor vehicle;
 - (e) to bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
 - (f) to bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security required by Chapter 31 of Michigan Insurance Code is not in effect;
 - (g) to bodily injury sustained by any relative, if such relative is entitled to personal protection benefits as a Named Insured under the terms of any other policy with respect to such coverage;
 - (h) to bodily injury sustained by any person, other than the Named Insured or any relative, if such person is entitled to personal protection benefits as a Named Insured or relative under the terms of any other policy with respect to such coverage;
 - (i) to bodily injury sustained by any person, other than the Named Insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the Named Insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
 - (j) to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless
 - (1) the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
 - (2) such bodily injury was a direct result of physical contact with
 - (a) equipment permanently mounted on such motor vehicle while such equipment was being operated or used, or

AID 000373

- (b) property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or
 - (3) such bodily injury was sustained by a person while occupying such motor vehicle:
 - (k) to bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises;
 - (l) to bodily injury sustained by any person while occupying a public or livery conveyance for which security is maintained as required by Chapter 31 of the Michigan Insurance Code, unless such conveyance is an insured motor vehicle;
 - (m) to bodily injury sustained by the Named Insured or any relative while occupying a motor vehicle owned or registered by the employer of the Named Insured or such relative for which security is maintained as required by Chapter 31 of the Michigan Insurance Code;
 - (n) with respect to work loss and survivors' loss, to bodily injury sustained by any person, other than the Named Insured or any relative, while occupying any motor vehicle, other than the insured motor vehicle, which is being operated by the Named Insured or any relative outside the State of Michigan if neither the owner nor the registrant of such motor vehicle is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code.
2. under Property Protection Insurance, to damage to
- (a) any property while the insured motor vehicle is located for use as a residence or premises;
 - (b) the property of any person while such person is using the insured motor vehicle without the express or implied consent of the Named Insured;
 - (c) any property owned by the Named Insured or a relative if such Named Insured or relative was the owner, registrant or operator of a vehicle involved in the motor vehicle accident out of which the property damage arose;
 - (d) any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an insured motor vehicle but is damaged by an insured motor vehicle and is parked in such a way as not to cause unreasonable risk of the damage which occurred;
 - (e) any property suffered or caused intentionally by the claimant;
 - (f) any property as a result of an accident involving a motor vehicle not owned by the Named Insured or any relative which is being operated by the Named Insured or any relative to the extent that security as required under Chapter 31 of the Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such motor vehicle;
 - (g) any property accepted for transportation by a Named Insured who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be provided except for the application of a deductible.

E. Conditions

AID 000374

(Conditions 1, 8, 9 and 10 apply to Personal Injury Protection Insurance and Property Protection Insurance. The other conditions apply only to the coverages noted thereunder.)

1. **Policy Period; Territory.** The insurance under Part I applies only to accidents which occur during the policy period and

- (a) under Personal Injury Protection Insurance, within the United States of America, its territories or possessions, or Canada;
 - (b) under Property Protection Insurance, in the State of Michigan.
2. **Limits of Liability – Personal Injury Protection Insurance.** Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident is limited as follows:
- (a) allowable expenses shall not include charges for a hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the eligible injured person requires special or intensive care;
 - (b) the maximum amount payable for funeral and burial expenses shall not exceed \$1,000;
 - (c) the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed \$1,000 or whatever other amount is established under Section 3107 (b) of Chapter 31 of the Michigan Insurance Code and such amount shall apply pro rata to any lesser periods of work loss, provided that
 - (1) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the Company reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply;
 - (2) the maximum amount payable for work loss, other than loss of income, incurred by the eligible injured person shall not exceed \$20 per day;
 - (d) the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed \$1,000, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed \$20 per day;
 - (e) any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable or required to be provided under
 - (1) the laws of any state or the federal government;
 - (2) any elective deductible set forth in the declarations of this endorsement, or in the declarations of this policy or in any endorsement attached to and forming a part of this policy, provided that such deductible shall apply only to the Named Insured, and any relative.
3. **Limits of Liability – Property Protection Insurance.** Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this coverage applies, the total limit of the Company's liability under this policy for all damage arising from one accident shall not exceed \$1,000,000.
- Subject to the foregoing, the Company's liability for property protection benefits shall not exceed the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.
4. **Action Against Company – Personal Injury Protection Insurance.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of personal protection benefits payable under this coverage may not be commenced later than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the Company within 1 year after the accident or unless the Company has previously made a payment of personal protection benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced.

5. **Action Against the Company – Property Protection Insurance.** No action shall lie against the Company unless, as a condition thereto, there shall have been full compliance with all terms of this endorsement, provided further that an action for recovery of property protection benefits payable under this coverage may not be commenced later than 1 year after the date of accident.
6. **Duties in Event of Loss – Property Protection Insurance.** In the event of loss:
- (a) the property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; however, reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;
 - (b) within a reasonable time after loss, sworn proof of loss in such form and including such information as the Company may reasonably require shall be filed with the Company and, upon the Company's request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
7. **Medical Reports; Proof of Claim – Personal Injury Protection Insurance.** As soon as practicable the eligible injured person or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical or mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

If requested by the Company, such eligible injured person, someone on his behalf or his employer shall furnish a sworn statement of earnings by such eligible injured person since the date of the accident and for a reasonable time prior to the accident.

8. **Multiple Policies; Non-Duplication of Benefits.** Regardless of the number of motor vehicles insured or insurers (including self insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

Personal Injury Protection Insurance. If any eligible injured person is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

9. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person and the damaged property, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of the person who has sustained bodily injury or loss to the Company or any of its authorized agents as soon as practicable.

Personal Injury Protection Insurance. If any eligible injured person, dependent survivor or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, dependent survivor or legal representative.

10. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment to any person under Part I of this endorsement
- (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury or property damage, his agent, his insurer, or a court having jurisdiction in the matter;
 - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury or property damage;

AID 000376

- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

provided that this condition shall apply with respect to payment of benefits to any person under Personal Injury Protection Insurance only if such person is legally entitled to recover such benefits.

PART II

In consideration of the insurance afforded under Part I of this endorsement and the adjustment of applicable rates:

- (a) any amount payable under the protection against uninsured motorists coverage shall be reduced by the amount of any personal protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an eligible injured person;
- (b) any automobile medical payments coverage afforded under this policy is deleted, but this subsection (b) does not apply to any vehicle for which security is not required to be maintained by Chapter 31 of the Michigan Insurance Code;
- (c) any physical damage coverage afforded under this policy does not apply to the extent that Property Protection Insurance benefits are paid or payable as required by Chapter 31 of the Michigan Insurance Code;
- (d) any rental reimbursement coverage benefit afforded under this policy does not apply to the extent that similar benefits are paid or payable under Property Protection Insurance benefits as required by Chapter 31 of the Michigan Insurance Code.

PART III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages under the provisions of Chapter 31 of the Michigan Insurance Code. If a court of competent jurisdiction declares or enters a judgment from which there is no appeal the effect of which is to render the provisions of such Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to review by the Commissioner of Insurance. In the event the Named Insured elects to delete any coverage as a result of such declaration or judgment, any resulting refund of premium shall be computed on a pro rata basis.

AID 000377

BASIC PERSONAL INJURY PROTECTION ENDORSEMENT
(Georgia)

A. INSURING AGREEMENTS

The Travelers agrees with the Named Insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

1. PERSONAL INJURY PROTECTION COVERAGE — The Travelers will pay personal injury protection benefits for:

- (a) medical expenses,
- (b) work loss,
- (c) essential services expenses,
- (d) funeral expenses, and
- (e) survivors' loss,

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the operation, maintenance or use of a **motor vehicle** as a vehicle.

B. EXCLUSIONS

1. This insurance does not apply:

- (a) to **bodily injury** sustained by a person while occupying a **motor vehicle** which is owned by such person with respect to which the security required by the Georgia Motor Vehicle Accident Reparations Act is not in effect;
- (b) to **bodily injury** sustained by any person while using the insured **motor vehicle** without the express or implied permission of the Named Insured or his spouse, if residing in the same household, or while voluntarily occupying a **motor vehicle** known by such person to be stolen;
- (c) to **bodily injury** sustained by any person while occupying, or while a **pedestrian** as a result of being struck by, any **motor vehicle**, other than the insured **motor vehicle**, with respect to which the security required under the Georgia Motor Vehicle Accident Reparations Act is in effect;
- (d) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** sustained intentionally by the person injured or caused intentionally by the claimant;
- (e) to **bodily injury** sustained by any **pedestrian**, other than the Named Insured or any relative, as a result of being struck by a **motor vehicle** outside the State of Georgia;
- (f) to **bodily injury** sustained by any person if such injury arises from conduct within the course of a business of repairing, servicing or otherwise maintaining vehicles unless such conduct involves the actual operation of a **motor vehicle** as a vehicle on the business premises or unless such conduct occurs off the business premises;
- (g) to **bodily injury** sustained by any person if such injury arises from conduct in the course of loading or unloading any **motor vehicle** unless the conduct occurs while such person is occupying such **motor vehicle**;
- (h) to **bodily injury** sustained by any person arising out of the maintenance or use of any **motor vehicle** when such **motor vehicle** is not used as a vehicle;
- (i) to **bodily injury** sustained by any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any acts or condition incident to any of the foregoing;
- (j) to **bodily injury** sustained by any person resulting from the explosion of any nuclear device.

C. DEFINITIONS

When used in reference to this coverage:

- 1. "**bodily injury**" means **bodily injury**, sickness or disease, including death at any time resulting therefrom;
- 2. "**disability**" means any period of time during the **eligible injured person's** lifetime in which he is unable to either
 - (a) perform substantially all the duties required by his usual occupation, or
 - (b) engage in his principal activity if such person is not employed on at least a full time basis,provided the disability commences within twenty four (24) months from the date on which the **motor vehicle** accident occurs;
- 3. "**eligible injured person**" means
 - (a) the Named Insured or any relative who sustains **bodily injury** while occupying, or while a **pedestrian** as a result of being struck by, any **motor vehicle**;
 - (b) any other person who sustains **bodily injury** while occupying, or while a **pedestrian** as a result of being struck by, the insured **motor vehicle**;
- 4. "**essential services expenses**" means expenses reasonably incurred during the period of the **eligible injured person's** disability for ordinary and necessary services from others, excluding members of the **eligible injured person's** household, in lieu of services that had he not been injured, he would have performed not for income, but for the benefit of his household;
- 5. "**funeral expenses**" means any reasonable and necessary expenses normally incurred by the survivors of a deceased, **eligible injured person** or by the estate of such person for funeral services, preparation for burial, and burial including but not limited to payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial;

AID 000378

**BASIC PERSONAL INJURY PROTECTION ENDORSEMENT
(Georgia)**

6. "insured motor vehicle" means a motor vehicle with respect to which
 - (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
 - (b) the Named Insured maintains the security required under the provisions of the Georgia Motor Vehicle Accident Reparations Act;
7. "medical expenses" means all necessary medical expenses including necessary medicine, drugs, surgical, dental, x-ray and rehabilitative services, including prosthetic devices, and necessary ambulance, hospital, and nursing services, all as prescribed, authorized, approved or rendered by an attending physician, including any person licensed to practice a healing art and any remedial treatment and care rendered in accordance with a recognized religious healing method;
8. "motor vehicle" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of this State relating to motor vehicles designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle;
9. "Named Insured" means the person or organization named in the Declarations;
10. "occupying" means in or upon, or engaged in the immediate act of entering into or alighting from;
11. "pedestrian" means any person not occupying a motor vehicle or a motorcycle or any other motor driven vehicle designed primarily for operation upon the public streets, roads and highways, or not in or upon a vehicle operated on stationary rails, or tracks, or aircraft;
12. "relative" means the spouse or any other person related to the Named Insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the Named Insured, whether or not temporarily residing elsewhere;
13. "survivors' loss" means compensation in the event of the death of an eligible injured person, survived by a spouse or dependent children, payable after such death as though the deceased were alive but totally disabled, such payment to be made to the spouse, if alive, otherwise to the children or the person having legal custody of such children as though awarded as a year's support as provided by law, and the maximum amount payable shall be the amount of work loss and the amount of essential services expenses, that would have been payable to the deceased eligible injured person;
14. "usual occupation" means a person's principal activity or vocation;
15. "work loss" means 85% of the loss of income or earnings of the eligible injured person incurred during his disability.

D. POLICY PERIOD; TERRITORY

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

E. LIMIT OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made or insured motor vehicles to which this coverage applies, The Travelers liability for personal injury protection benefits with respect to bodily injury sustained by any one eligible injured person in any one motor vehicle accident shall not exceed Five Thousand (\$5,000) Dollars in the aggregate, and subject to such aggregate:

1. the maximum amount payable for medical expenses shall not exceed \$2,500;
2. the maximum amount payable for work loss shall not exceed \$200 per week;
3. the maximum amount payable for essential services expenses shall not exceed \$20 per day;
4. the maximum amount payable for funeral expenses shall not exceed \$1,500.

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F. CONDITIONS

1. **Action Against Company.** No action shall lie against The Travelers unless as a condition precedent thereto, there shall have been full compliance with all terms of this coverage.
2. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to The Travelers or any of its authorized agents as soon as practicable. If an eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaints or other process served in connection with such legal action shall be forwarded as soon as practicable to The Travelers by such eligible injured person, his legal representatives or his survivors.
3. **Medical Reports; Proof of Claim.** As soon as practicable, the eligible injured person or someone on his behalf shall give to The Travelers written proof of claim, under oath if required, including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist The Travelers in determining the amount due and payable. The eligible injured person shall submit to physical and mental examination by physicians selected by The Travelers when and as often as The Travelers may reasonably require at The Travelers expense.
4. **Subrogation.** Subject to any applicable limitations set forth in the Georgia Motor Vehicle Accident Reparations Act, in the event of any payment under this coverage, The Travelers is subrogated to the rights of the person to whom or whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.
5. **Non-duplication of Benefits; Priority of Payments; Other Insurance.** No eligible injured person shall recover duplicate benefits for the same elements of loss under this policy or any other policy of motor vehicle liability insurance or approved plan of self-insurance. In the event an eligible injured person has such duplicate coverage available and applicable to the accident, the maximum amount of recovery shall not exceed

BASIC PERSONAL INJURY PROTECTION ENDORSEMENT
(Georgia)

that amount which would have been payable under the provisions of this insurance policy or such other policy of motor vehicle liability insurance or approved plan of self-insurance providing the highest dollar amount, and The Travelers shall not be liable for a greater portion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other duplicate coverage.

6. **Conformance to Statute.** Notwithstanding any of the other terms and conditions of the policy, the coverage afforded shall be at least as extensive as the minimum coverage required by the Georgia Motor Vehicle Accident Reparations Act, and notwithstanding the terms and conditions of this policy all provisions of this policy shall conform to the laws of this State.

SECTION II

Modification of Policy Coverages

In consideration of the coverage afforded under Section I and the adjustment of applicable rates any amount payable under uninsured motorists coverage or automobile medical payments coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

SECTION III

Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Georgia Motor Vehicle Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part. The Travelers shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of The Travelers in accordance with such declaration of judgment.

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KENTUCKY BASIC PERSONAL INJURY PROTECTION
(Amendatory Endorsement)

The Travelers agrees with the *Named Insured*, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

PART I

A. PERSONAL INJURY PROTECTION COVERAGE

The Travelers will pay, in accordance with Kentucky Revised Statutes Chapter 304, Sub Title 39, personal injury protection benefits for:

1. *medical expense*,
2. *work loss*,
3. *replacement services loss*,
4. *survivor's economic loss*,
5. *survivor's replacement services loss*, and
6. *funeral expense*

incurred with respect to *bodily injury* sustained by an *eligible injured person* and caused by an accident arising out of the operation, maintenance or use of a *motor vehicle* as a vehicle.

B. EXCLUSIONS

1. This coverage does not apply:

- a. to *bodily injury* sustained by the *Named Insured* or any *relative* while occupying any *motor vehicle* owned by the *Named Insured* which is not an *insured motor vehicle*;
- b. to *bodily injury* sustained by any *relative* while occupying any *motor vehicle* owned by such *relative* with respect to which the security required by the Kentucky Revised Statutes Chapter 304, Sub Title 39, is not in effect;
- c. to *bodily injury* sustained by the *Named Insured* or any *relative*, who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39, while occupying or while a *pedestrian* through being struck by, any *motor vehicle*, other than the *insured motor vehicle*, with respect to which the security required under the Kentucky Revised Statutes Chapter 304, Sub Title 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained;
- d. to *bodily injury* sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining *motor vehicles* unless such conduct occurs off the business premises;
- e. to *bodily injury* sustained by any person arising from conduct in the course of loading or unloading any *motor vehicle* unless such conduct occurs while occupying such *motor vehicle*;
- f. to *bodily injury* sustained by any person other than the *Named Insured* or any *relative* which arises from the operation, maintenance or use of a *motor vehicle* without a good faith belief that he is legally entitled to do so;
- g. to any benefits any person would otherwise be entitled to receive hereunder for *bodily injury* intentionally caused by such person or arising out of his intentionally attempting to cause *bodily injury*, and, if any person dies as a result of intentionally causing or attempting to cause *bodily injury* to himself, his survivors are not entitled to any *survivor's economic loss* or *survivor's replacement services loss* benefits;
- h. to *bodily injury* sustained by any *pedestrian*, other than the *Named Insured* or any *relative*, outside the Commonwealth of Kentucky;
- i. to *bodily injury* sustained by any person, other than the *Named Insured* or any *relative* while occupying a *motor vehicle* which is regularly used in the course of the business of transporting persons or property and which is one of five or more *motor vehicles* under common ownership, or a *motor vehicle* owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies, if the accident occurs outside the Commonwealth of Kentucky;
- j. to *bodily injury* sustained by any person arising out of the use of any *motor vehicle* while located as a residence or premises;
- k. to *bodily injury* due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- l. to *bodily injury* resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

C. DEFINITIONS

When used in reference to this coverage:

1. "bodily injury" means bodily harm, sickness, disease, or death;
2. "eligible injured person" means
 - a. the *Named Insured* or any *relative* who sustains *bodily injury* while occupying or while a *pedestrian* through being struck by any *motor vehicle* provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39, he shall not be an *eligible injured person*, unless basic personal injury protection coverage has subsequently been purchased for such person under this policy, or
 - b. any other person who sustains *bodily injury* while occupying or while a *pedestrian* through being struck by, the *insured motor vehicle*, provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39, he shall not be an *eligible injured person*.

AID 000381

KENTUCKY BASIC PERSONAL INJURY PROTECTION
(Amendatory Endorsement)

however, any rejection of tort limitations applicable solely to motorcycles shall not affect the status of any person as an *eligible injured person* with respect to any *motor vehicle* other than a motorcycle;

3. "funeral expense" means reasonable charges incurred for expenses in any way related to funeral, cremation or burial;
4. "insured motor vehicle" means a *motor vehicle* with respect to which:
 - a. the *bodily injury* liability insurance of the policy applies and for which a specific premium is charged, and
 - b. the *Named Insured* is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Sub Title 39;
5. "medical expense" means reasonable charges incurred for reasonably needed products, services, and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, and other remedial treatment and care; any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required;
6. "motor vehicle" means a vehicle of a kind registered or required to be registered under Kentucky Revised Statutes;
7. "Named Insured" means the person or organization named in the declarations;
8. "occupying" means in or upon, entering into or alighting from;
9. "pedestrian" means a person who is not *occupying* a *motor vehicle* at the time the injury occurs;
10. "relative" means the spouse and any person related to the *Named Insured* by blood, marriage, or adoption including a minor in the custody of the *Named Insured*, spouse or such related person who is a resident of the same household as the *Named Insured*, whether or not temporarily residing elsewhere, but does not include any such person who is a *Named Insured* under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Sub Title 39;
11. "replacement services loss" means expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the *eligible injured person* would have performed, not for income, but for the benefit of himself or his family if he had not been injured;
12. "survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person;
13. "survivor's economic loss" means loss after the *eligible injured person's* death of contributions of things of economic value to his *survivors*, not including services they would have received from the *eligible injured person* had he not suffered the fatal injury, less expenses of the *survivors* avoided by reason of *eligible injured person's* death;
14. "survivor's replacement services loss" means expenses reasonably incurred by *survivors* after the *eligible injured person's* death in obtaining ordinary and necessary services in lieu of those the *eligible injured person* would have performed for their benefit had he not suffered the fatal injury, less expenses of the *survivors* avoided by reason of the *eligible injured person's* death and not subtracted in calculating *survivor's economic loss*;
15. "work loss" means loss of income from work the *eligible injured person* would probably have performed if he had not been injured, and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income from substitute work actually performed by him.

D. POLICY PERIOD; TERRITORY

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

E. LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, claims made or *insured motor vehicles* to which this coverage applies, The Travelers' liability for personal injury protection benefits with respect to *bodily injury* sustained by any one *eligible injured person* in any one *motor vehicle* accident shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:

1. the maximum amount payable for *work loss*, *replacement services loss*, *survivor's economic loss*, and *survivor's replacement services loss* shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that if the *eligible injured person's* earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;
2. the maximum amount payable for *funeral expense* shall not exceed \$1,000.

Any amount payable by The Travelers under the terms of this coverage shall be reduced by any applicable deductible set forth in the declarations, but only with respect to *bodily injury* sustained by the *Named Insured* or any *relative*, provided that, if two or more such persons sustain *bodily injury* in the same *motor vehicle* accident, such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that, a *Named Insured* or *relative* is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39.

In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:

1. all benefits or advantages a person receives or is entitled to receive from social security and workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid;

AID 000382

2. any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under social security or workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to The Travelers reasonable proof of a lower value of the income tax advantage.

F. CONDITIONS

1. **Action Against The Travelers.** No action shall lie against The Travelers unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
2. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the *eligible injured person*, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each *eligible injured person* to The Travelers or any of its authorized agents as soon as practicable.
3. **Medical Reports; Proof of Claim.** As soon as practicable, the *eligible injured person* or someone on his behalf shall give to The Travelers written proof of claim, under oath if required, including full particulars of the nature and extent of the *bodily injury*, treatment and rehabilitation received and contemplated, and such other information as may assist The Travelers in determining the amount due and payable. The *eligible injured person* shall submit to physical and mental examination by physicians selected by The Travelers when and as often as The Travelers may reasonably require.
4. **Subrogation.** Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39, in the event of any payment under this coverage, The Travelers is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
5. **Reimbursement and Trust Agreement.** Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39, in the event of the payment to any person under this coverage:
 - a. The Travelers shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made, and The Travelers shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such *bodily injury*, his agent, his insurer, or a court having jurisdiction in the matter;
 - b. such person shall hold in trust for the benefit of The Travelers all rights of recovery which he shall have against such other person or organization because of such *bodily injury*;
 - c. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
 - d. such person shall execute and deliver to The Travelers instruments and papers as may be appropriate to secure the rights and obligations of such person and The Travelers established by this provision.
6. **Non-Duplication of Benefits; Priority of Payments; Other Insurance.**

No *eligible injured person* shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans. In the event an *eligible injured person* has other similar insurance, including approved self-insurance plans, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and The Travelers shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

PART II

A. In consideration of the coverage afforded under PART I and the adjustment of applicable rates:

1. any amount payable under the uninsured motorists insurance coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of *bodily injury* sustained by an *eligible injured person*;
2. any automobile medical payments insurance afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of *bodily injury* sustained by an *eligible injured person*.

PART III

A. Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, The Travelers shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of The Travelers.

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KENTUCKY BASIC PERSONAL INJURY PROTECTION
(Amendatory Endorsement)

B. Notice to Policyholders

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Sub Title 39, places some limitations on your right to bring suit for bodily injury, KRS 304.39-060 reads in part:

- "(1) Any person who registers, operates, maintains or uses a motor vehicle on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such motor vehicle and use of the public roadways, be deemed to have accepted the provisions of this act, and in particular those provisions which are contained in this section.
- (2) (a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance, or use of a motor vehicle is 'abolished' for damages because of bodily injury, sickness or disease to the extent the basic reparation benefits provided in this Act are payable therefor, or that would be payable but for any deductible authorized by this Act, under any insurance policy or other method of security complying with the requirements of this Act, except to the extent non-economic detriment qualifies under subsection (2) (b) hereof.
- (b) In any action of tort brought against the owner, registrant, operator or occupant of a motor vehicle with respect to which security has been provided as required in this Act, or against any person or organization legally responsible for his acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of bodily injury, sickness or disease arising out of the ownership, maintenance, operation or use of such motor vehicle only in the event that the benefits which are payable for such injury as "medical expense" or which would be payable but for any exclusion or deductible authorized by this Act exceed \$1,000.00 or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a weight-bearing bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death. Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1,000.
- (c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a motor vehicle within subsection (1) of this section.
- (4) Any person may refuse to consent to the limitations of his tort rights and liabilities as contained in this section. Such rejection must be in writing in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any motor vehicle accident for which such rejection is to apply ..."

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for bodily injury.

AID 000384

This endorsement provides coverage as required under the New Jersey Automobile Reparation Reform Act, commonly referred to as the "New Jersey No-Fault Law".

All terms printed in *italics*, other than section headings or titles, are defined terms. For a complete understanding of provisions containing these terms refer to the section entitled "Definitions".

The Company agrees with the *Named Insured*, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

PART I

Basic Personal Injury Protection Coverage

The Company will pay basic personal injury protection benefits consisting of:

- (a) *medical expense benefits*,
- (b) *income continuation benefits*,
- (c) *essential services benefits*,
- (d) *survivor benefits*, and
- (e) *funeral expense benefits*

with respect to *bodily injury* sustained by an *eligible injured person*, caused by accident and arising out of the ownership, maintenance or use, including loading or unloading, of a *private passenger automobile* as an automobile.

Exclusions

The insurance under this endorsement does not apply:

- (a) to *bodily injury* to a person whose conduct contributed to the injury in any of the following ways: (1) while committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer, or (2) while acting with specific intent to cause injury or damage to himself or others;
- (b) to *bodily injury* to the *Named Insured* or any *relative* of the *Named Insured* sustained while occupying, using or entering into or alighting from a *private passenger automobile* which is not an *insured automobile* under this policy, if he is required to maintain automobile liability insurance coverage with respect to the automobile under the New Jersey Automobile Reparation Reform Act;
- (c) to *bodily injury* to any person, other than the *Named Insured* or a *relative* of the *Named Insured* or a resident of New Jersey, if the accident occurs outside of New Jersey;
- (d) to *bodily injury* arising out of the ownership, maintenance, or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- (e) to *bodily injury* due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing; or
- (f) to *bodily injury* resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Definitions

When used in reference to this insurance:

"*bodily injury*" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"*eligible injured person*" means:

- (a) the *Named Insured* or any *relative* of the *Named Insured*, if the *Named Insured* or *relative* sustains *bodily injury* (1) while occupying, using, entering into or alighting from a *private passenger automobile*, or (2) while a *pedestrian*, caused by a *private passenger automobile* or as a result of being struck by an object propelled by or from such an automobile; or
- (b) any other person who sustains *bodily injury* (1) while, with the permission of the *Named Insured*, occupying, using, entering into or alighting from the *insured automobile*, or (2) while a *pedestrian*, caused by the *insured automobile* or as a result of being struck by an object propelled by or from the *insured automobile*;

"*essential services benefits*" means an amount not exceeding a limit of \$12.00 per day and a total limit of \$4,380 payable to an *eligible injured person* as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his lifetime and which he would ordinarily have performed not for *income* but for the care and maintenance of himself and his *relatives*;

"*funeral expense benefits*" means an amount not exceeding \$1,000 for reasonable funeral, burial and cremation expenses incurred;

"*income*" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

"*income continuation benefits*" means an amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of *income* of an *income producer* during his lifetime, as a result of *bodily injury* disability;

AID 000385

"income producer" means a person who, at the time of the accident, was in an occupational status, earning or producing income;

"insured automobile" means an automobile with respect to which the *Named Insured* is required to maintain automobile liability insurance coverage under the New Jersey Automobile Reparation Reform Act, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"medical expense benefits" means all reasonable expenses incurred for medical, surgical and dental treatment, professional nursing, hospital and rehabilitation services, x-ray and other diagnostic services, prosthetic devices, ambulance services, medication and other reasonable and necessary expenses incurred for treatment prescribed by persons licensed to practice medicine, surgery, psychology or chiropractic, or for any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing;

"Named Insured" means the person or organization named as the insured in the declarations. If the *insured automobile* is owned by a farm family co-partnership or corporation, the term *"Named Insured"* also includes the head of the household of each family designated in the policy as having a working interest in the farm;

"pedestrian" means any person who is not occupying a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks and includes any person who is entering into or alighting from such a vehicle;

"private passenger automobile" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

- (1) a private passenger or station wagon type automobile,
- (2) a pick-up or panel truck or delivery sedan, or
- (3) a utility automobile designed for personal use as a camper or motor home or for family recreational purposes; but

a *private passenger automobile* does not include a motorcycle, an automobile used as a public or livery conveyance for passengers, a pick-up or panel truck, delivery sedan or utility automobile customarily used for business, occupational or professional purposes other than farming or ranching or a utility automobile customarily used for the transportation of passengers other than members of the user's family or their guests;

"relative" means a person related to the *Named Insured* by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the *Named Insured*;

"survivor benefits" means the amount or amounts payable in the event of the death of an *eligible injured person* as determined in subdivision (1) or (2) hereof, as appropriate:

- (1) if the *eligible injured person* was an *income producer* at the time of the accident, an amount equal to the difference between \$5,200 and all basic *income continuation benefits* paid for any loss of *income* resulting from his injury prior to his death;
- (2) if the *eligible injured person* ordinarily performed essential services for the care and maintenance of himself, his family or family household, an amount not to exceed the difference between \$4,380 and all basic *essential services benefits* paid with respect to his injury prior to death.

Limit of Liability

Any amount payable by the Company as personal injury protection benefits with respect to *bodily injury* shall be reduced by all amounts paid, payable or required to be provided under any workmen's compensation or employees temporary disability law, or under Medicare provided under federal law.

The applicable limit on *income continuation benefits* applies separately to each full regular and customary work week of an *eligible injured person*. If his disability from work or employment consists of or includes only a part of such a week, the Company shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the part week bears to the number of days in his full work week.

Policy Period; Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.

Conditions

1. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the *eligible injured person*, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each *eligible injured person* to the Company or any of its authorized agents as soon as practicable. If any *eligible injured person*, his legal representative or survivors shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such *eligible injured person*, his legal representative or his survivors.
2. **Medical Reports; Proof of Claim.** As soon as practicable the *eligible injured person* or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The *eligible injured person* shall submit to physical examination by physicians when and as often as the Company may reasonably require and a copy of the medical report will be forwarded to such *eligible injured person* if requested.
3. **Multiple Policies Applicable to One Accident; Non-duplication of Benefits; Priority of Complying Policies.** Regardless of the number of automobiles insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act, or the number of insurers or policies affording such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to *bodily injury* to any one person as the result of any one accident shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

This insurance applies on a primary basis to *bodily injury* to the *Named Insured* and his *relative* and on a secondary basis to all other *eligible injured persons*. Similarly, the basic personal injury protection coverage provided by other complying policies applies on a primary basis to *bodily injury* to those persons who are named insureds under such policies and their relatives. If an *eligible injured person* to whom this insurance applies on a secondary basis has other basic personal injury protection coverage under another complying policy applicable to his *bodily injury* on a primary basis, all claims for basic personal injury protection benefits shall first be made against the insurer issuing the other complying policy. No basic personal injury protection benefits shall be due and payable under this insurance unless the other insurer fails to pay such benefits by reason of insolvency and the Company has been given written notice by the claimant of such failure. "Complying Policy" means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

4. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, in the event of any payment to any person under this endorsement:
- (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made; and the Company shall have a lien to the extent of such payment notice of which may be given to the person or organization causing such *bodily injury*, his agent, his insurer or a court having jurisdiction in the matter;
 - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such *bodily injury*;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
5. **Payment of Personal Injury Protection Benefits.** *Medical expense benefits* and *essential services benefits* may be paid at the option of the Company to the *eligible injured person* or the person or organization furnishing the products or services for which such benefits are due. In the event of the death of an *eligible injured person* any amounts payable, but unpaid prior to death, for *medical expense benefits* are payable to the *eligible injured person's estate*.

Benefits payable under subdivision (1) of the definition of *survivor benefits* are payable to the *eligible injured person's* surviving spouse, or if there is no surviving spouse, to his surviving children, or if there are no surviving spouse or surviving children, to the *eligible injured person's estate*.

Benefits payable under subdivision (2) of the definition of *survivor benefits* are payable to the person who has incurred the expense of providing essential services.

Funeral expense benefits are payable to the *eligible injured person's estate*.

6. Whenever this endorsement is used with a policy consisting of more than one Section, this Form shall be a part of Section III, Automobile Liability, of such policy.

PART II

Extended Medical Expense Benefits Coverage

The Company will pay *medical expense benefits* not to exceed the total aggregate amount of \$1000 and *funeral expense benefits* with respect to *bodily injury* sustained by an *insured person*, caused by an accident occurring during the policy period within the United States of America, its territories or possessions or Canada and arising out of the ownership, maintenance or use, including loading and unloading, of an *insured automobile* or of a highway vehicle not owned by or furnished or available for the regular use of the *Named Insured* or any *relative* of the *Named Insured*.

Exclusions

The insurance under Part II is subject to all of the exclusions applicable to Part I, except that the word "person" in exclusion (c) is replaced by the word "pedestrian".

Definitions

The definitions under Part I apply to Part II and under Part II:

"*highway vehicle*" means a land motor vehicle or trailer other than: (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads or (3) a vehicle while located for use as a residence or premises;

"*insured person*" means:

- (a) the *Named Insured* or any *relative* of the *Named Insured*, if the *Named Insured* or *relative* sustains *bodily injury*:
 - (1) while occupying, using, entering into or alighting from a *highway vehicle*; or
 - (2) while a *pedestrian*, caused by a *highway vehicle*;
- (b) any other person who sustains *bodily injury* while occupying a *highway vehicle* (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such *highway vehicle* is being operated by the *Named Insured* or a *relative* of the *Named Insured* or any other person using such *highway vehicle* with the permission of the *Named Insured*; or
- (c) any other person who sustains *bodily injury* while occupying an *insured automobile* if such *insured automobile* is being operated by the *Named Insured* or a *relative* of the *Named Insured* or any other person using such *insured automobile* with the permission of the *Named Insured*.

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Conditions

Conditions 1, 2 and 4 of Part I apply to Part II, substituting the term "*insured person*" for "*eligible injured person*" wherever it appears therein. The following additional condition applies under Part II:

Other Insurance or Benefits. This insurance does not apply to loss or expense with respect to which an *insured person* is entitled to benefits under any workmen's compensation law or Medicare provided under federal law or under Section 4 of the New Jersey Automobile Reparation Reform Act.

This insurance does not apply to loss or expense to the extent that benefits are payable or are required to be provided therefor under any other automobile no-fault law or under any other automobile medical payments insurance.

PART III

In consideration of the insurance afforded under Parts I and II of this endorsement, and the adjustment of applicable rates:

- (a) any amount payable for economic loss under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of *bodily injury* to an *eligible injured person*;
- (b) any Automobile Medical Payments Coverage afforded under the policy is deleted with respect to an automobile which is an *insured automobile*.

PART IV

Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 18 of the New Jersey Automobile Reparation Reform Act to reflect the limitations on the right to recover damages imposed by Section 8 of said Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, Section 8 of the Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.

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