NATIONAL UNION RMGL 249-87-07 10/1/90-10/1/91

N17602

CGL 10/1/91
HANSON P.MGL 249-87-07 NATIONAL UNION

GLD056334
0049-GLD-000056334

COMMON POLICY DECLARATIONS

POLICY NO. RM GL 249-87-07

RENEWAL OF: 4600055

1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,PA.
2. AMERICAN HOME ASSURANCE COMPANY
3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

MEMBERS OF THE AMERICAN INTERNATIONAL GROUP, INC
EXECUTIVE OFFICES
70 PINE STREET
NEW YORK, N.Y.

[1] COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

PRODUCER NO: 08869
SEDGWICK, JAMES OF NE
40 BROAD STREET
BOSTON MA 02109-0000

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/90 **To** 10/01/91 **At 12:01 A.M. Standard Time at your mailing address shown above**

BUSINESS DESCRIPTION MFG.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT	PREMIUM
Boiler and Machinery Coverage Part	$ NOT COVERED
Commercial Auto Coverage Part	$ NOT COVERED
Commercial Crime Coverage Part	$ NOT COVERED
Commercial General Liability Coverage Part	$ 14,700,809
Commercial Inland Marine Coverage Part	$ NOT COVERED
Commercial Property Coverage Part	$ NOT COVERED
Farm Coverage Part	$ NOT COVERED
TOTAL	$ 14,700,809
SURCHARGE	$ 30,627

Premium shown is payable: $ 14,731,436 **at inception.**

Forms applicable to all Coverage Parts: SEE ATTACHED SCHEDULE.
(Show numbers)

COUNTERSIGNED _____ **(Date)** **BY** _____ **(Authorized Signature)**

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary
National Union Fire Insurance Company of Pittsburgh PA.
American Home Assurance Company
The Insurance Company Of The State Of Pennsylvania

President
National Union Fire Insurance Company of Pittsburgh, PA

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Date Issued 01/17/91

FORMS SCHEDULE

EFFECTIVE DATE: 10/01/90

NAMED INSURED: HANSON INDUSTRIES

POLICY NO: 249-87-07

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CG02121185	IL01281185		
IL00171185	IL02730590		
IL00211185			
IL00030689			
CG00011188			
CG99011185			
IL02281089			
S464600987			
S457820587			
CG02010286			
IL02601287			
IL02621088			
CG01680788			
S478030988			
IL01351286			
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COMMON POLICY CONDITIONS

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

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
A STOCK COMPANY

2. AMERICAN HOME ASSURANCE COMPANY
A STOCK COMPANY

Member Companies of American International Group

EXECUTIVE OFFICES
70 PINE STREET, NEW YORK, N.Y. 10270

3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
A STOCK COMPANY

[1]

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER (HEREIN CALLED THE COMPANY).

COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NO. RM GL 249-87-07

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/90 **to** 10/01/91 **at**

12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other Than Prod-Comp Operations)	$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$	2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$	2,000,000	
EACH OCCURRENCE LIMIT	$	2,000,000	
FIRE DAMAGE LIMIT	$	50,000	Any One Fire
MEDICAL EXPENSE LIMIT	$	5,000	Any One Person

Forms Of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Organization (Other than Partnership or Joint Venture)

Business Description: MFG.

Location Of All Premises You Own, Rent or Occupy: SEE ATTACHED SCHEDULE

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
SEE ATTACHED SCHEDULE					

Premium shown is payable: $ at inception.

TOTAL: $ 14,700,809

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED SCHEDULE.

COUNTERSIGNED _____ (Date) **BY** _____ (Authorized Representative)

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Date Issued 01/17/91

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

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

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

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and

(2) The "bodily injury" or "property damage" occurs during the policy period.

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

2. Exclusions.

This insurance does not apply to:

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

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

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

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

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

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

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

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

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

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This exclusion does not apply to:

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

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

(a) Less than 26 feet long; and

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

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

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

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

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

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

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

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

j. "Property damage" to:

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

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

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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

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

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

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

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

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

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

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

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

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

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

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

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

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(1) "Your product;"

(2) "Your work;" or

(3) "Impaired property;"

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

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

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

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

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

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

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

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

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

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

(3) The wrong description of the price of goods, products or services; or

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

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

2. Exclusions.

We will not pay expenses for "bodily injury:"

a. To any insured.

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

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

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

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

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

g. Excluded under Coverage A.

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

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

5. All costs taxed against the insured in the "suit."

6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:
   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
      (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
      (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
      (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
   b. Any person (other than your employee), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-employee of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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

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

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C

   because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

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

2. **Duties In The Event Of Occurrence, Claim Or Suit.**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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c. You and any other involved insured must:

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

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

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

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

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

3. **Legal Action Against Us.**

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

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

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

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

4. **Other Insurance.**

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

a. Primary Insurance

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

b. Excess Insurance

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

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

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

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

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

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

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

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

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

c. Method of Sharing

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

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

5. Premium Audit.

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

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

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

6. Representations.

By accepting this policy, you agree:

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

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

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

7. Separation Of Insureds.

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us.

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

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

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

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

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

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

   d. Infringement of copyright, title or slogan.

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

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

4. "Coverage territory" means:

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

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

   c. All parts of the world if:

      (1) The injury or damage arises out of:

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

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

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

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

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

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

   if such property can be restored to use by:

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

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

6. "Insured contract" means:

   a. A lease of premises;

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

   a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Vehicles that travel on crawler treads;

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

(1) Power cranes, shovels, loaders, diggers or drills; or

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

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

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

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

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

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

(1) Equipment designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

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

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

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

(1) You;

(2) Others trading under your name; or

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

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

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and

b. The providing of or failure to provide warnings or instructions.

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

15. "Your work" means:

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

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

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and

b. The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

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RHODE ISLAND CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

B. With respect to the:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM PROPERTY COVERAGE FORM
FARM - LIVESTOCK COVERAGE FORM
FARM - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM;

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

1. The first Named Insured shown in the Declarations may cancel this policy by giving, mailing or delivering advance written notice of cancellation to us or to our agent who issued the policy.

C. With respect to all Coverage Parts and Policies addressed in this Endorsement, the CANCELLATION Common Policy Condition is amended by replacing paragraphs **2.**, **3.** and **6.** with the following:

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

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

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

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;

(4) Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;

(5) Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;

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(6) Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;

(7) Owner or occupant incendiarism;

(8) Violation or breach by you of any policy terms or conditions;

(9) Constructive or actual total loss of the Covered Property;

(10) Such other reasons as may be approved by the Commissioner of Insurance.

3. We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the agent, if any.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

D. With respect to all Coverage Parts and Policies addressed in this Endorsement, the following is added to the CANCELLATION Common Policy Condition:

7. We will provide you with the reason or reasons for cancellation if:

(1) You request in writing a statement of the reasons for cancellation; and

(2) You agree in writing to hold us harmless from liability for any:

(a) Communication giving notice of, or specifying the reasons for, cancellation; or

(b) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under paragraph **C.2.** above.

E. With respect to all Coverage Parts and Policies addressed in this Endorsement, the following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and agent, if any, written notice of nonrenewal at least 30 days before:

a. The expiration date of the policy; or

b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

2. However, we need not give, mail or deliver this notice if:

a. We have offered to issue a renewal policy; or

b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

F. With respect to the:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM PROPERTY COVERAGE FORM
FARM – LIVESTOCK COVERAGE FORM
FARM – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM:

The following are added to the Common Policy Conditions:

If notice of cancellation or nonrenewal is mailed to the insured, we will use certified mail, return receipt requested. We will also obtain a written receipt from the United States Postal Service, showing the name and address of the first Named Insured stated in the policy; this receipt will be sufficient proof of mailing.

We will also give, mail or deliver written notice of cancellation, subject to **C.2.a.** above, and written notice of nonrenewal, subject to E.1. above, to any loss payee named in the policy. Mailing will be accomplished in accordance with the procedure stated in the above paragraph.

G. Under the MORTGAGE HOLDERS Condition, the paragraphs pertaining to cancellation and nonrenewal are replaced by the following:

1. If we cancel this policy, we will give, mail or deliver written notice to the mortgage holder at least:

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

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

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RHODE ISLAND CHANGES - PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUEST'S PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUEST'S PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The paragraph in the SUPPLEMENTARY PAYMENTS section relating to prejudgment interest is replaced by the following:

1. Prejudgment interest awarded against you* on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or

2. If paragraph 1. above does not apply, prejudgment interest awarded against you* on that part of the judgment we pay.

* For the Commercial General Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part and the Railroad Protective Liability Coverage part, the word you is replaced by the term "the insured."

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MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

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

A. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

B. Paragraph 6. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) is replaced by the following:

6. Prejudgment interest awarded against the insured on that part of the judgment we pay.

C. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is amended by the addition of the following:

Our rights do not apply against any person or organization insured under this or any other Coverage Part we issue with respect to the same "occurrence."

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KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.

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VERMONT CHANGES - STATUTORY LIABILITY

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUEST'S PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUEST'S PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. In addition to paying and satisfying judicial judgments rendered against you* in consequence of claims to which this Coverage Part applies, we will protect you* against the levy of executions issued on such judgments or claims against you*.

B. We may, without your* consent, continue litigation after a judgment has been rendered with respect to your* legal liability under this Coverage Part for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.

C. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this Coverage Part must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:

1. Judicial judgment; or
2. An agreement between the parties involved with our written consent.

D. In the event of your* bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against you* may bring suit against us, provided:

1. The judgment was for damages covered by this policy; and
2. The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

E. Payment by you* of any judicial judgment or claim for any of our liability under this Coverage Part will not deprive you* of the right to bring action against us.

* For the Businessowners Policy, Commercial General Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/ Completed Operations Liability Coverage Part and Railroad Protective Liability Coverage Part, the word "you" is replaced by the term "the insured" and the word "your" is replaced by the term "the insured's."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance under the following:

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

A. CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

2.a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.

b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:

(1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.

(2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.

3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. The policy was obtained through a material misrepresentation;

c. Any insured has violated any of the terms and conditions of the policy;

d. The risk originally accepted has measurably increased;

e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supercedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal no less than 60 days before the expiration date to:

a. You; and

b. The broker, if known to us, or the agent of record.

2. Even if we do not comply with these terms, this policy will terminate:

a. On the expiration date, if:

(1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or

(2) We have indicated our willingness to renew this policy to you or your representative; or

(3) You have notified us or our agent that you do not want to renew this policy.

b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

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

2.a. Cancellation of Policies in Effect for 90 Days or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

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

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Cancellation of Policies in Effect for More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

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

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy; or

(b) Reinsurance of the risk associated with this policy has been cancelled.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

* Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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WYOMING CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A.

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

2.

a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

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

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

b. If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(1) above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(3) or (4) above.

2. The following is added to the CANCELLATION Common Policy Condition:

7. If we cancel this policy in accordance with paragraph A.1. of this endorsement, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

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B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
   a. The expiration date; or
   b. The anniversary date if this is a continuous policy.
2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. POLICIES IN EFFECT FOR MORE THAN 60 DAYS

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

i Place us in violation of California law or the laws of the state where we are domiciled; or

ii Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:

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(1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 7.a.(1) or (2).

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 7.a.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least:

   a. 45 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is more than $10,000; or

   b. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is $10,000 or less.

2. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

3. We are not required to send notice of nonrenewal in the following situations:

   a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

   b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.

   c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

   d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

   e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

   f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in paragraph B.1, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provisions apply except when paragraph C. of this endorsement applies:

The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions of B.3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. a. If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:
   (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
   (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) An act or omission by you that substantially increases or changes the risk insured;

(4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

(5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 5 business days after receipt of the appeal;

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(7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item B.3.b., we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in B.3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.

4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

C. The following applies with respect to coverage provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

1. If this Coverage Part covers buildings used for residential purposes (other than hotels or motels), and has been:

   a. In effect for at least 60 days, or

   b. Renewed by us,

paragraph A.6. of the CANCELLATION Common Policy Condition does not apply, and the following is added to the CANCELLATION Common Policy Condition:

We may not cancel this policy, except for:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by you or with your knowledge:

(a) In obtaining this policy; or

(b) In connection with a claim under this policy;

(3) An act or omission by you that materially increases the risk we originally accepted; or

(4) A physical change in the Covered Property which:

(a) Is not corrected or restored within a reasonable time after it occurs; and

(b) Results in the property becoming uninsurable.

The notice of cancellation will contain the reason for cancellation.

2. When this Coverage Part covers buildings used for residential purposes (other than hotels or motels), and is a new policy which has been in effect fewer than 60 days, cancellation is subject to the terms of the CANCELLATION Common Policy Condition and is not subject to paragraph B. or paragraph C.1. of this endorsement.

D. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

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

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

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

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

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

(4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. NONRENEWAL

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

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b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will not provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in B.1.a. above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

2. PREMIUM OR COVERAGE CHANGES AT RENEWAL

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will not provide notice of the following:

(1) Changes in a rate, plan or policy form which are applicable to an entire class of business; or

(2) Changes which are based upon the altered nature or extent of the risk insured.

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POLICY NUMBER: GL 249-87-07 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - POLLUTION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

Schedule

Pollution Liability Aggregate Limit $_____

A. The following is added to COVERAGES (Section I):

COVERAGE D. POLLUTION BODILY INJURY AND PROPERTY DAMAGE

1. Insuring Agreement

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

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

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

(3) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit in the payment of judgments or settlements.

b. This insurance applies to "bodily injury" and "property damage" only if a claim for damages because of the "bodily injury" or "property damage" is first made against any insured during the policy period.

(1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.

(2) All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury," will be deemed to have been made at the time the first of those claims is made against any insured.

(3) All claims for damages because of "property damage" causing loss to the same person or organization as a result of an "occurrence" will be deemed to have been made at the time the first of those claims is made against any insured.

(4) All claims for injury or damage arising out of a discharge, release or escape of pollutants, including all injury or damage arising out of all subsequent exposure of persons and property to such pollutants, shall be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

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

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

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

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

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

d. "Bodily injury" to:

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

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

This exclusion applies:

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

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

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

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

This exclusion does not apply to:

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

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

a. Less than 26 feet long; and

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

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

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

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

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

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

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

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

h. "Property damage" to:

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

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

(3) Property loaned to you;

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

i. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

B. Supplementary Payments – Coverages A and B is amended to:

Supplementary Payments – Coverages A, B and D.

C. The following is added to LIMITS OF INSURANCE (Section III):

8. The Pollution Liability Aggregate Limit is the most we will pay under Coverage D for all damages because of injury and damage for which claim is first made during the policy period.

D. Paragraph 4. Other Insurance of CONDITIONS (Section IV) is amended as follows:

All references to Coverages A or B are amended to read Coverages A, B or D.

E. The following additional definition applies:

"Pollution Liability hazard" means all "bodily injury" and "property damage" arising out of the discharge release or escape of pollutants at or from:

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

(b) any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

   If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

   a. giving the first Named Insured at least 10 days notice prior to the proposed cancellation date for non-payment of premium or substantial increase in hazard; or

   b. mailing or delivering the first Named Insured at least 30 days notice prior to the proposed cancellation date for any other reason.

   If cancellation is for non-payment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than non-payment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

   If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. Non-payment of premium;

   b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

   c. Violation of any provisions of this policy; or

   d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

   If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

   a. by giving at least 15 days notice before the effective date of cancellation if we cancel for non-payment of premium; or

   b. by mailing or delivering at least 45 days notice before the effective date of cancellation if we cancel for any other reason.

   Written notice of cancellation, including the reason for cancellation, will be sent by certified mail or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following Conditions are added:

1. WHEN WE DO NOT RENEW

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of non-renewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

(1) Expiration of the policy; or

(2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This non-renewal provision does not apply:

(1) If we have indicated a willingness to renew;

(2) In case of nonpayment of premium; or

(3) If you do not pay any advance premium required by us for renewal.

c. If we fail to mail or deliver proper notice of non-renewal, this policy will end on the effective date of any other policy with respect to property designated in both policies.

2. RENEWAL

a. If we:

(1) Elect to renew this policy; and

(2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

(1) In effect under the expiring or expired policy; or

(2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower. This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this paragraph b. does not apply.

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NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

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

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

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

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

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

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

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date,

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S.58-476;

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

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(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

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

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

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. NONRENEWAL

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

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NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

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

2.a. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Substantial increase in hazard;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or deliver this notice if:

(a) We have indicated a willingness to renew;

(b) We refuse to renew due to nonpayment of premium;

(c) You do not pay any advance premium required by us for renewal; or

(d) Any property covered in this policy is insured under any other insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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AMENDMENT OF POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to exclusion f. of COVERAGE A (Section 1):

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOTIVE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

3. If notice is mailed, proof of mailing is sufficient proof of notice.

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UTAH CHANGES

This endorsement modifies insurance provided under the following:

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

The Legal Action Against Us Condition does not apply.

Any Condition titled:

Duties in the Event of Occurrence, Claim or Suit
Duties in the Event of Injury, Claim or Suit
Duties in the Event of A Pollution Incident, Claim or Suit
Insured's Duties in the Event of a Loss

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us."

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VIRGINIA CHANGES - CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY - PREMISES COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY - SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. and 5. of the CANCELLATION Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:
   a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will generally be 90% of pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:
   a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
   b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

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VIRGINIA CHANGES - AUTO/MOBILE EQUIPMENT AND NONOWNED WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Definition 2. "Auto" of DEFINITIONS is replaced by the following:

   "auto" 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.

2. Definition 8. "Mobile Equipment" of DEFINITIONS is replaced by the following:

   "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 you, 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.

3. Paragraph (4) of Exclusion g. of COVERAGE A (Section 1) is replaced by the following:

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

4. Paragraph (5) of exclusion g. of COVERAGE A (Section I) does not apply.

5. The following is added to WHO IS AN INSURED (Section II):

   (5) With respect to watercraft that you do not own that is less than 26 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the CANCELLATION Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:
   a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to your last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.
5. a. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be 90% of pro rata unless otherwise specified in our filed manual rules. The cancellation will be effective even if we have not made or offered a refund.
   b. We will send any premium refund to the first Named Insured.

B. The following is added to the CANCELLATION Common Policy Condition with respect to the Farm Property Coverage Form:

If the Farm Property Coverage Form covers an owner-occupied dwelling and is a renewal with us (or if not a renewal, has been in effect for 90 days or more), we may cancel such Coverage Form only for one or more of the following reasons:

1. Failure to pay the premium when due;
2. Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
3. Discovery of fraud or material misrepresentation;
4. Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as determined from a physical inspection of the insured premises; or
5. Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.

C. The last paragraph of the INSPECTIONS AND SURVEYS Common Policy Condition is replaced by the following:

This Condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:
   a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
   b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to your last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.

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3. If this policy covers an owner-occupied dwelling under the Farm Property Coverage Form and is written for a policy period of less than one year, we will not refuse to renew such Coverage Form except as of the expiration date of a policy period which coincides with the end of an annual period commencing with its original effective date.

E. For insurance provided under the COMMERCIAL PROPERTY or FARM COVERAGE PART, the following are added to the APPRAISAL Loss Condition and supersede any provision to the contrary:

a. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.

b. If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.

c. If we make written demand for an appraisal of the loss, we will pay you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

F. Paragraph a. of the DUTIES IN THE EVENT OF LOSS OR DAMAGE Loss Condition:

1. Does not apply under the COMMERCIAL PROPERTY COVERAGE PART, and

2. Is replaced in the FARM PROPERTY COVERAGE FORM, MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM and LIVESTOCK COVERAGE FORM by the following:

a. Notify the police in the event of theft.

G. For insurance provided under the COMMERCIAL PROPERTY COVERAGE PART, the following applies to the Value Reporting Form:

Subparagraph a. (1) of paragraph 4. Failure to Submit Reports is replaced by the following:

(1) We will not pay more than 90% of the amount we would otherwise have paid; and

H. For insurance provided under the following *Coverage Parts*:

COMMERCIAL GENERAL LIABILITY
POLLUTION LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY

The definition "AUTO" of DEFINITIONS is replaced by the following:

"auto" 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;

I. For insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART or
FARM LIABILITY COVERAGE FORM

The definition "MOBILE EQUIPMENT" of DEFINITIONS is replaced by the following:

"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 you, 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.

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J. For insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE PART the following applies:

1. Paragraph (4) of Exclusion g. of COVERAGE A (Section I) is replaced by the following:

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

2. Paragraph (5) of exclusion g. of COVERAGE A (Section I) does not apply.

3. The following is added to WHO IS AN INSURED (Section II):

   (5) With respect to watercraft that you do not own that is less than 26 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission.

K. Under Section D. Additional Coverages, in the FARM PROPERTY COVERAGE FORM:

No deductible applies to D.3., Cost of Restoring Farm Operations Records, or to D.4., Extra Expense.

L. Under EXCLUSIONS in the FARM PROPERTY COVERAGE FORM, MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM and LIVESTOCK COVERAGE FORM, the Intentional Loss exclusion is replaced by the following:

We do not provide coverage for an "insured" who commits or directs an act with the intent to cause a loss.

M. In the FARM PROPERTY COVERAGE FORM, the following Loss Condition pertaining to valuation of property is added:

In the event of loss of or damage to awnings, carpeting, domestic appliances or outdoor equipment, whether or not attached to buildings, we will settle at actual cash value, but will not pay more than the amount necessary for repair or replacement.

N. In the FARM PROPERTY COVERAGE FORM – Coverage C – Household Personal Property/3. Special Limits of Insurance Under Coverage C:

Paragraphs a., f. and g. are replaced by the following:

a. $200 on gold other than goldware or goldplated ware, "money," platinum, and silver other than silverware or silverplated ware;

f. (1) $2,500 on property, on the "residence premises," used at any time or in any manner for any business purpose other than farming;

   (2) $250 on an "insured's" property, off the "residence premises," that is used at any time or in any manner for any business purpose other than farming;

g. In the event of loss by theft:

   (1) $1,000 on furs, jewelry, precious and semi-precious stones, and watches;

   (2) $2,500 on goldware, goldplated ware and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies and the like; also other utilitarian items made of or containing gold or pewter; and

   (3) $2,000 on firearms.

O. Under item B.3. Covered Causes of Loss – SPECIAL, in the FARM PROPERTY COVERAGE FORM, paragraph c. is replaced by the following:

c. The Covered Causes of Loss – SPECIAL do not apply to loss of or damage to

   (1) "Livestock;"
   (2) "Poultry;"
   (3) Bees;
   (4) Fish;
   (5) Worms;
   (6) Other animals;
   (7) Hay; or
   (8) Trees, shrubs, plants or lawns.

P. In the FARM PROPERTY COVERAGE FORM, paragraph b. of Loss Condition 8., Other Insurance, is replaced by the following:

b. If there is other insurance covering the same loss or damage, other than that described above in paragraph 8.a., we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

Q. In the FARM LIABILITY COVERAGE FORM, under Section I – Coverages/Additional Coverages, paragraph b. (of item 1. Supplementary Payments – Coverages H and I) is replaced by the following:

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.

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R. In the FARM LIABILITY COVERAGE FORM, the second paragraph of item 3. of Section II – Limits of Insurance is replaced by the following:

Included within the Each Occurrence Limit is a special Limit of Insurance of $10,000, which is the most we will pay for all damages (except those damages excluded by means of 2.e.(2) and 2.f.(2) of SECTION I – Coverage H, Exclusions) that the "insured" becomes legally obligated to pay because of statutorily imposed vicarious parental liability.

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WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

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

1. The following is added to the CANCELLATION Common Policy Condition:

   7. If this Coverage Part has been in effect for 60 days or more or is a renewal, except as provided in paragraph 8. below, we may cancel this Coverage Part only for one or more of the following reasons:

      a. Nonpayment of premium;

      b. Material misrepresentation;

      c. Substantial change in the risk assumed except to the extent that we should have foreseen the change or contemplated the risk in writing this Coverage Part; or

      d. Substantial breaches of contractual duties, conditions or warranties.

      This agreement will apply to each successive policy period for which we consent to renew or continue this Coverage Part.

   8. We are not obligated to renew or continue this Coverage Part beyond the expiration date of any annual period beginning with its original effective date, provided that, if this Coverage Part is written:

      a. Without a fixed expiration date; or

      b. For a policy period of longer than one year,

      we may terminate this Coverage Part effective on the expiration of any such annual period by mailing or delivering to the first Named Insured written notice of such termination not less than 60 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

      Even if we have not complied with the above provisions, this Coverage Part will end on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to any such insurance to which both such policies apply.

      We may terminate this Coverage Part because of termination of an insurance marketing intermediary's contract with us, but only if the notice of termination contains an offer to continue this Coverage Part with us if we receive a written request from the first Named Insured prior to the termination date.

2. The following is added to CHANGES (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

4. The following is added to Condition 6. REPRESENTATIONS (Section IV):

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

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a. Exists at the time of the loss; and

b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

5. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

6. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following Condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if the first Named Insured has notified us that he does not want to renew this Coverage Part; or
2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

We may refuse to renew this Coverage Part because of termination of an insurance marketing intermediary's contract with us, but only if the notice of nonrenewal contains an offer to renew this Coverage Part with us if we receive a written request from the first Named Insured prior to the renewal date.

If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

1. Given you written notice of the renewal or continuation premium, not more than 60 days nor less than 10 days prior to the due date of the premium; and
2. Stated clearly in the notice the effect of nonpayment of premium by the due date.

If notice is mailed proof of mailing will be sufficient proof of notice.

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ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. The CANCELLATION Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

   a. 10 days before the effective date of cancellation if we cancel for:

      (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against; or

      (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or

   b. 20 days before the effective date of cancellation if we cancel for:

      (1) Nonpayment of premium; or

      (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or

   c. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice to your last known address and the last known address of the agent or broker of record.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

6. If this policy is cancelled, we will return any premium refund due. If we cancel, we will return, as the refund, the pro rata unearned premium to the first Named Insured or, if applicable, to the premium finance company.

   If the first Named Insured cancels, the refund will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

   a. And rewritten with us or in our company group; or

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b. At our request; or

c. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

d. After the first year for a prepaid policy written for a term of more than one year.

The cancellation will be effective even if we have not made or offered a refund.

7. The premium for this policy:

a. May be earned at a varying rate; or

b. May be subject to a minimum; or

c. May have a fluctuating base.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. We need not mail notice of nonrenewal if:

a. We have manifested in good faith our willingness to renew; or

b. The first Named Insured has failed to pay any premium required for this policy; or

c. The first Named Insured fails to pay the premium required for renewal of this policy.

3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

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

1. CANCELLATION (Common Policy Conditions) is amended as follows:
   a. Paragraph 1. is replaced by the following:
      The first Named Insured shown in the Declarations may cancel this policy by surrendering the policy to us or our authorized agent or by mailing or delivering to us or our authorized agent advance written notice of cancellation.
   b. Paragraph 3. is replaced by the following:
      We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.
   c. Paragraph 4. is replaced by the following:
      The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.
   d. Paragraph 5. is replaced by the following:
      If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than 15% of the total premium payable on the policy or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
2. The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:
   Prejudgment interest awarded against the insured on that part of the judgment we pay.
3. With respect to the DUTIES Condition (Section IV), notice to our authorized agent shall be considered notice to us.
4. The following is added to CONDITIONS (Section IV) and supersedes any other provision to the contrary:
   When We Do Not Renew
   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.
   If notice is mailed, proof of mailing shall be sufficient proof of notice.

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GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:

   a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later.

   b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

      Our notice will state the effective date of cancellation, which will be the later of the following:

      (1) 10 days from the date of mailing or delivering our notice, or

      (2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. The following is added to the CANCELLATION Common Policy condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

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CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of policies in effect for less than 60 days.

   If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.

   a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

      (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

         (a) Nonpayment of premium;

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

         (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

         (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

         (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

      (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

         (a) Physical changes in the property which increase the hazard insured against;

         (b) A material increase in the hazard insured against; or

         (c) A substantial loss of reinsurance by us affecting this particular line of insurance.

   b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.

   c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

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d. Notice of Cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

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

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

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies in Effect for 60 Days or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

(1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any *other provision to the contrary*:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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D. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

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

1. Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

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

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

   b. 45 days before the effective date of cancellation if we cancel for any other reason.

2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

   1. On the expiration date, if:

      a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;

      b. We have *indicated our willingness to* renew this Coverage Part to you or your representative;

      c. You have notified us or our agent that you do not want to renew this Coverage Part; or

   2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/90 forms a part of

policy No. GL 249-87-07 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

RADIOACTIVE MATTER EXCLUSION

This policy does not apply to:

"Bodily Injury" or "Property Damage" arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter.

AUTHORIZED REPRESENTATIVE

45782(5 87)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/90 forms a part of

policy No. GL 249-87-07 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EMPLOYEE BODILY INJURY EXCLUSION

It is agreed that exclusion (e) relating to bodily injury to any employee is replaced by the following:

(e) "bodily injury" to:

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

(2) a past, present or prospective employee of the insured, arising from any employment action, practice or policy of the insured including but not limited to that on hiring or firing, promotion or demotion, performance evaluation, compensation, disciplinary action, retirement, layoff or transfer, or

(3) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) or (2) above.

This exclusion applies:

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

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

AUTHORIZED REPRESENTATIVE

46460(9-87)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/90 forms a part of

policy No. GL 249-87-07 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EMPLOYEE BODILY INJURY EXCLUSION WITH STATED EXCEPTIONS

It is agreed that exclusion (e) relating to bodily injury to any employee is replaced by the following:

(e) "Bodily injury" to:

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

(2) a past, present or prospective employee of the insured, arising from any employment action, practice or policy of the insured including but not limited to that on hiring or firing, promotion or demotion, performance evaluation, compensation, disciplinary action, retirement, layoff or transfer, or

(3) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) or (2) above.

This exclusion applies:

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

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

STATED EXCEPTION

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

AUTHORIZED REPRESENTATIVE

47803(9 88)

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2. If we do not renew this policy, we will give, mail or deliver written notice to the mortgage holder at least 10 days before:
   a. The expiration date of the policy; or
   b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
3. If notice of cancellation or nonrenewal is mailed, we will use certified mail, return receipt requested. We will also obtain a written receipt from the United States Postal Service, showing the name and address of the mortgage holder stated in the policy; this receipt will be sufficient proof of mailing.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage:"

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste " at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

   "Nuclear material" means "source material," "special nuclear material" or "by-product material;"

   "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

   "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

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

1. The following is added to paragraph 1.a.(3) of COVERAGE (Section I):

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragraph of 1. Insuring Agreement of COVERAGE (Section I):

   Damages include prejudgement interest awarded against the insured.

3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

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INSURED'S COPY

POLICY NUMBER: GL 249-87-07 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for non payment of premium; or
   b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

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INSURED'S COPY

ENDORSEMENT #1

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

COMPOSITE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that the premium for the policy to which this endorsement is attached shall be computed upon a composite basis in accordance with the Company's rules, rates, rating plans, premium & minimum premiums and the other terms of the policy.

When used as a premium basis: COMPREHENSIVE GENERAL LIABILITY INSURANCE

Rates and Premiums for the first $1,000,000

	Comp. Rate Per $1000 of Sales		Total Estimated Annual Premium		Deposit Premium	
Estimated Sales	BI	PD	BI	PD	BI	PD
4,115,277,100	3.5722526	INCL.	14,700,809	INCL.	14,700,809	INCL.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

The endorsement is attached to the policy indicated above and is effective on the date stated herein at 12:01 a.m. standard time at the address of the Insured as described in the Declaration.

_____

Authorized Representative

ENDORSEMENT #2

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

HAZARDOUS SUBSTANCE REMEDIAL ACTION EXCLUSION

The policy does not apply to the liability of the Insured, or liability of another for which the Insured may be liable in whole or in part to any federal, state or local governmental authority, resulting from any suit, action, proceeding or order brought or issued by or on behalf of such a governmental authority seeking (a) remedial action or the costs thereof, (b) damages for injury to, destruction of or loss of natural resources, including the costs of assessing such injury, destruction or loss, if such suit, action, proceeding or order arises from the release of a hazardous substance at any area, whether or not owned by the Insured. The Company shall not have the obligation to defend any suit, action or proceeding seeking to impose such liability.

SPECIAL DEFINITIONS

The following definitions apply to this exclusion:

Release means any spilling, leaking, pumping, pouring, emitting, emptying, injecting, escaping, leaching, dumping or disposing into the environment.

Remedial Action means:

(a) The clean up or removal of released hazardous substances from the environment; and

(b) Such actions as may be necessary to monitor, assess and evaluate the release or threat of release of hazardous substances; and

(c) The disposal of removed material, or the taking of such other actions as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the

public health or welfare or to the environment, which may otherwise result from a release or a threat of release.

Hazardous Substance means smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants.

_____

Authorized Representative

ENDORSEMENT #3

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that such insurance as is afforded by National Union Fire Insurance Company of Pittsburgh, Pa., Policy No. GLA 249 8709 for bodily injury liability and property damage liability is subject to the following exclusions:

This insurance does not apply to any liability for property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture of, mining of, use of, sales of, installation of, distribution of or exposure to asbestos products, asbestos fibers or asbestos dust; or to any obligation of the Insured to indemnify any party because of damages arising out of such property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time as a result of the manufacture of, mining of, use of, sales of, installation of, distribution of or exposure to asbestos products, asbestos fibers or asbestos dust.

It is further understood and agreed that the National Union Fire Insurance Company of Pittsburgh, Pa., not be obligated to defend any suit or claim against the Insured alleging bodily injury or property damage and seeking damages, if such suit or claim arises from bodily injury or property damage, resulting from or contributed to by any and all manufacture of, mining of, use of, sales of, installation of, distribution of or exposure to asbestos products, asbestos fibers or asbestos dust.

_____

Authorized Representative

ENDORSEMENT #4

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

WAIVER OF SUBROGATION

It is understood and agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured, either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee or employees of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employees.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

_____

Authorized Representative

ENDORSEMENT #5

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

NAMED INSURED

Hanson Industries and affiliated, associated or subsidiary companies now held or hereafter acquired or constituted and including its interest in joint ventures.

_____
Authorized Representative

ENDORSEMENT #6

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

"IN REM" ENDORSEMENT

Such coverage as is afforded by this policy shall not be denied solely on the basis that the claim or suit against the Insured is based upon an "In Rem" proceeding.

An action "In Rem" shall be considered an action "In Personam".

_____

Authorized Representative

ENDORSEMENT #7

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

POLLUTION EXCLUSION

It is agreed that the exclusion relating to 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 is replaced by the following:

1. To "Bodily Injury" or "Property Damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

   A. At or from premises you rent, own or occupy;

   B. At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste material

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

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

      i. To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants, or

      ii. If the pollutants are brought on or to the site or location by or for you.

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

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

All other terms and conditions remain unchanged.

_____

Authorized Representative

ENDORSEMENT #8

This endorsement, effective 12:01 a.m. 10/1/90

Forms a part of policy no.: GLA 249 8707

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
(HEREINAFTER CALLED "THE COMPANY")

In consideration of the premium to be paid, in reliance upon the statements made a part hereof and subject to all the terms of the policy, the Company agrees with the Named Insured as follows:

PART I - COVERAGE

To pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of the liability:

Imposed upon the Insured by law, or assumed under contract, or agreement by the Named Insured;

For damages on account of:

1. Personal injuries
2. Property damage
3. Advertising liability

Caused by or arising out of each occurrence;

A. Within the United States of America, its territories or possessions, or Canada, or
B. With respect to the products hazard, anywhere in the world, except with respect to loss arising of foreign-based operations of the Named Insured. As used herein, "Foreign-Based Operations" means:

1. Construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions, or

2. Manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions, but "Foreign-Based Operations" do not include the

distribution or sale of goods or products manufactured in the United States of America, its territories or possessions.

PART II - DEFENSE/SUPPLEMENTARY PAYMENTS

With respect to the insurance afforded by this policy, the Company shall have the right to defend any suit against the Insured seeking damages, even if the allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as is agreed to by the Company. The Company shall not be obligated to pay any claim or defend any suit after the applicable limits of the Company's liability have been exhausted by payment of judgments or settlements.

The Company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the Insured outside the United States of America, its territories or possessions, or Canada. If the Company elects not to investigate, settle or defend any such claim or such settlement thereof as the Company and the Insured deem expedient, the Company shall then reimburse the Insured for the reasonable costs of such investigation and defense, within the reasonable costs of such investigation and defense, within the applicable limits of the Company's liability, for the amount of any settlement so authorized.

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 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.

PART III - PERSONS INSURED

Each of the following is an Insured under this policy, to the extent set forth below:

(A) The Named Insured:

(B) Any other owned, controlled, affiliated or subsidiary (including a subsidiary thereof) company or any other organization in which the Insured acquires active management or financial control, but excluding Hygrade Food Products, Old Salt Seafood and Endicott Johnson Corporation;

(C) If the Named Insured is designated in the declaration 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 liabilities as such;

(D) Any person or organization with respect to real estate management for the Named Insured;

(E) Any officer, executive, director, stockholder or employee of the Named Insured, but only while acting on behalf of such Named Insured and within the scope of his duties as such;

(F) Any doctor, nurse, dentist or dietician employed by the Named Insured on a full-time or part-time basis, as respects injury arising out of any rendering or failure to render professional services on behalf of the Named Insured;

(G) Any lawyer, accountant, risk/insurance manager or tax consultant employed by the Named Insured, as respects damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured;

(H) Any person or organization designated in writing as a vendor, but only with respect to the distribution or sale in the regular course of the vendor's business, of the Named Insured's products, except with respect to:

(1) Any express warranty unauthorized by the Named Insured;

(2) Personal injury or Property damage arising out of any

act or failure to act by the vendor, including:

i. Any modification, faulty assembly or alteration of any product that affects performance or safety of the product;

ii. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

iii. 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.

(I) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or facilities used by the Named Insured and then, only to the extent of the coverage required by such contract and for the limits of liability specified in such contract but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

(J) Any club/organization sponsored by and affiliated with the Named Insured.

PART IV - LIMITS OF LIABILITY

The total liability of the Company for all damages, including damages for care and loss of service, because of personal injury sustained by one or more persons as the result of any one occurrence and all damages because of all property damage sustained by one or more person or organization as the result of any one occurrence is:

A combined single limit of: $2,000,000 per occurrence.

(As respects any loss arising out of coverage provided for damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured by any tax consultant, a sublimit of $250,000. combined single limit per occurrence shall apply.)

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all personal injury included within the completed operations hazard; (2) all personal injury included within

the products hazard; (3) all property damages to which this coverage applies and described in any of the numbered applicable sub-paragraphs in the limits of liability sections of the forms of the Company; and (4) all other hazards in the Company's manuals to which an aggregate limit is applicable shall not exceed the above combined single limit which will apply in these instances as "aggregate".

PART V - EXCLUSIONS

This policy shall not apply:

A. To property damage to:

(1) Property owned by the Insured;

(2) The Named Insured's products arising out of such products or any part of such products;

(3) 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;

(4) Property used by the Insured.

B. To personal injury or property damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Insured; but this exclusion does not apply to personal injury or property damage resulting from the active malfunctioning of such products or work;

C. To damages claimed for the withdrawal, inspections, repair, replacement or loss of use of the Insured's products or work completed by or for the 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;

D. With respect to advertising liability, to claims made against the Insured for:

(1) Infringement of registered trade marks, service mark or trade name by use thereof as the registered 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;

(2) Incorrect description of any article or commodity;

(3) Mistake in advertised price;

(4) To any Insured in the business of advertising, broadcasting, publishing or telecasting;

(5) To any injury arising out of any act committed by the Insured with actual malice.

E. To personal injury or property damage arising out of aircraft products and/or all sums which any Insured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;

F. To personal 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 water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

G.1. Under any liability coverage, to injury, sickness, disease, death or destruction;

A. With respect to which an Insured under the policy is an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insured 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

B. Resulting from the hazardous properties of nuclear material and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The Insured us, 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;

2. Under any medical payments coverage or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease, death resulting from hazardous properties of nuclear

material and arising out of the operations of a nuclear facility by any person or organization;

3. Under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear materials, if:

A. The nuclear material:

(1) is at any nuclear facility owned or operated by or on behalf an Insured; or

(2) has been discharged or dispensed therefrom;

B. 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

C. The injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection or use of any nuclear facility, but if such facility is located within the United States of America, its (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

A. "Hazardous Properties" include radioactive, toxic or explosive properties;

B. "Nuclear Material" means source material, special nuclear material or by-product material;

C. "Source Material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any laws amendatory thereof;

D. "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

E. "Waste" means any waste material:

(1) Containing by-product 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 (F.1) or (F.2) thereof.

F. "Nuclear Facility" means:

(1) Any nuclear reactor;

(2) Any equipment or device designed or used for

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing spent fuel; or

(c) Handling, processing or packaging waste;

(3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such 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;

(4) 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;

G. "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;

H. 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 any contract, or

(2) Expenses for first aid under the supplementary payments provision;

I. 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 any

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;

J. 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 benefit law, or under any similar law;

K. 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 by the Insured under any contract;

L. 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 on premises owned by, rented to or controlled by the Named Insured, or to any watercraft under 75 feet in length and/or approximately 156 feet in length.

M. If the Insured or the indemnitee of the Insured is an architect, engineer or surveyor, to personal injury or property damage arising out of professional services performed by the Insured or which causes liability of the indemnitee, his agents or employees, arising out of

(1) The preparation or approval of maps, drawings, opinion reports, surveys, change orders, designs or specifications;

(2) Supervisory, inspection or engineering services;

(3) The giving of or 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 this personal injury or property damage;

N. To loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreements;

O. With respect to personal injury coverage, to personal injury:

(1) Arising out of the willed violation of a rental statute or ordinance committed by or with the knowledge or consent of any Insured;

(2) Sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured;

(3) Arising out of any publication or utterance 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;

P. To property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;

Q. As respects coverage provided for professional services provided or by any failure to provided these services, on behalf of the Named Insured:

(1) To any dishonest, fraudulent, criminal or malicious act or omission of any Insured or employee; or

(2) To any claim made by an employer against an Insured who is a salaried employee of such an employer.

PART VI - DEFINITIONS

A. **ADVERTISING OFFENSE:** means

(1) Libel, slander or defamation;

(2) Any infringement of copyright, title or slogan;

(3) Piracy, plagiarism or unfair competition or idea misappropriation under an implied contract;

(4) Any invasion of right of privacy, committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

B. **AIRCRAFT:** means any heavier than air or lighter than air aircraft designed to transport persons or property.

C. **AUTOMOBILE:** means a land motor vehicle, trailer or semi-trailer (including any machinery or apparatus

attached thereto).

D. **COMPLETED OPERATIONS HAZARD:** includes personal 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 personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the 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 Insured at the site of the operations have been completed; or

(2) When all operations to be performed by or on behalf of the Insured under the contract 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.

(1) The publication or utterance of a libel or slander or other defamatory or disparaging material or publication or utterance in violation or an individual's right of privacy; except that maliciously published or uttered by, at the direction of or with the consent of the Insured and except that contained in any advertisement, publicity article, broadcast or telecast and arising out of any Insured's advertising activities;

(2) Discrimination, except where prohibited by law or related to any employment practices of the Insured.

G. **NAMED INSURED'S PRODUCTS:** means goods or products manufacture, sold, handled or distributed or leased to others by the Named Insured or others trading under his named, including any container thereof other than a vehicle.

H. **POLICY PERIOD:** This policy applies to personal injuries, property damage, advertising liability, as a

result of occurrences taking place at or after the effective date specified in the declarations page, but prior to the expiration date.

I. **"PRODUCTS HAZARDS"**: includes personal injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respects thereto, only if the personal injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession has been relinquished to others. The products hazard also includes liability assumed with respect to the products hazard. The products hazard also includes testing or demonstration, if away from premises owned or controlled by the Named Insured.

J. **PROPERTY DAMAGE**: means

(1) Injury to or destruction of tangible property including loss of use thereof or resulting therefrom; or

(2) Loss of the 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.

PART VII - CONDITIONS

A. **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, the audit period 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.

B. **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 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.

C. **NOTICE OF OCCURRENCE:** Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which in the event that the Insured should be liable, are likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to give rise to claims hereunder, shall not prejudice such claims.

If claims are 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.

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 the accident.

D. **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 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.

E. **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:

(1) 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 shares of each Insured 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.

(2) Contribution by limits. If any 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 all valid and collectible insurance against such loss.

(3) With respect to losses to which this policy applies by reason of Part I - Coverage, Item (B), the insurance afforded by this policy does not apply to that portion

of the loss for which the Insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

The insurance afforded by this policy shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to fire and extended coverage, builders' risk coverage or installation risk coverage.

F. **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.

G. **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 set up 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.

H. **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.

I. **CANCELLATION/NON-RENEWAL:** This policy may be cancelled by the Named Insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending them by registered mail, notice of the Named Insured stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written

notice either by the Named Insured or by the Company or its respective representations shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in the policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten (10) days' written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate portion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro rata portion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

J. **DECLARATIONS:** By acceptance of this policy, the Named Insured agrees that the statements in the application and the declarations, and in any subsequent notice relating to underlying insurance are its agreements and representation that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured and the Company or any of its agents relating to this insurance.

_____
Authorized Representative

SURCHARGE/TAX SCHEDULE

EFFECTIVE DATE: 10/01/90

NAMED INSURED: HANSON INDUSTRIES

POLICY NO.: GL 249-87-07

STATE	SURCHARGE/TAX
CALIFORNIA	4,084
KENTUCKY	26,543

INSURED'S COPY

GLD056429
0049-GLD-000056429

POLICY NUMBER: GL 249-87-07 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for non payment of premium; or
   b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

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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.

E. **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.

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(1) 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 shares of each Insured 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.

(2) Contribution by limits. If any 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 all valid and collectible insurance against such loss.

(3) With respect to losses to which this policy applies by reason of Part I - Coverage, Item (B), the insurance afforded by this policy does not apply to that portion

of the loss for which the Insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

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It is agreed that irrespective of any other items or conditions contained in the policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten (10) days' written notice stating when the cancellation shall be effective.

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J. **DECLARATIONS:** By acceptance of this policy, the Named Insured agrees that the statements in the application and the declarations, and in any subsequent notice relating to underlying insurance are its agreements and representation that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured and the Company or any of its agents relating to this insurance.

_____

Authorized Representative

SURCHARGE/TAX SCHEDULE

EFFECTIVE DATE: 10/01/90

NAMED INSURED: HANSON INDUSTRIES

POLICY NO.: GL 249-87-07

STATE	SURCHARGE/TAX
CALIFORNIA	4,084
KENTUCKY	26,543

INSURED'S COPY

POLICY NUMBER: GL 249-87-07 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

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2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for non payment of premium; or
   b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

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INSURER'S COPY

PREMIUM AGREEMENT

Made this 1st day of October, 1990

by and between

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PENNSYLVANIA/

BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA/

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Pennsylvania Corporations

with offices at 70 Pine Street, New York, NY 10270

(hereinafter called the "Company")

and

Hanson Industries

a New Jersey Corporation

with offices at: 100 Wood Avenue South, Iselin, NJ 08830

(hereinafter called "Hanson")

WHEREAS, the Company along with affiliated companies has issued the following insurance policies:

(1)	RMWC	419-5390
(2)	RMWC	419-5388
(3)	RMWC	117-8691
(4)	RMWC	419-5391
(5)	RMWC	419-5389
(6)	RMGL	249-8708
(7)	RMGL	249-8707
(8)	RMGLTX	249-8709
(9)	RMCA	562-9624
(10)	RMCA	562-9623
(11)	RMCATX	562-9625
(12)	RMBE	548-3324

(hereinafter called "Policies") for the period 12:01a.m. Central Standard Time October 1, 1990 to 12:01a.m. Central Standard Time October 1, 1991 and

WHEREAS, the Company has agreed to compute and adjust the premium for the policies in accordance with this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and upon the terms and conditions hereinafter set forth, it is agreed as follows:

ARTICLE I

DEFINITIONS

A. The term "Rating Period" as used in this Agreement shall mean:

(i) the period of time between 12:01a.m. Central Time October 1, 1990 to 12:01a.m. Central Time October 1, 1991 and

B. The term "Premium" as used in this Agreement shall mean the sum of the following:

(i) A Basic Premium of 9.7% of the standard premium.

(ii) A Loss Conversion charge of 8.5% of incurred losses.

(iii) Incurred losses; and

(iv) any other charges agreed to herein

C. The term "Incurred Losses" as used in this agreement shall mean the sum of:

(1) All losses actually paid;

(2) Case and IBNR reserves for unpaid losses as estimated by the Company

(3) Paid and Reserved (case and IBNR) allocated loss adjustment expenses

D. The term "Allocated Loss Adjustment Expense" as used in this Agreement shall mean all court costs, fees and expenses; post judgment interest; fees for service of process; fees to attorneys; costs of undercover operative and detective services; fees for independent adjusters or attorneys for investigation of adjustment of claims beyond initial investigation cost of employing experts for preparation of maps, photographs, diagrams, chemical or physical analysis of for advice, opinion or testimony concerning claims under investigation, in litigation, or for which a Declaratory Judgment is sought; costs for legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; cost of any public records; costs of depositions and court-reported or recorded statements; and any other similar fees, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection and perfection of the subrogation rights of any insured covered by a policy issued hereunder.

E. Standard Premium - The Premium computed in accordance with the provision of the policies.

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ARTICLE II

A. The premium adjustments shall be calculated in accordance with Article I B.

B. Premium Payment Plan:

Initial premium paid in full during the policy period in 12 equal monthly payments (First installment due at inception).

C. The premium will be adjusted based on actual incurred losses. The first such adjustment will occur 18 months after the policy inception date. Subsequent adjustment will be made annually thereafter. The "Premium" formula will be used to calculate the indicated premium defined in Article II (A) at each adjustment, and will be used for the final adjustments.

If the initial premium plus any premiums billed under the provision of Article II exceeds the indicated premium as valued at a given adjustment date, then a return premium credit will be made to Hanson . If such indicated premium exceeds the initial premium, plus any premiums billed under the provisions of this paragraph, then Hanson will be billed for the additional premium.

D. The premium so computed shall be the Final Premium if a mutual agreement is reached between the Company and the Insured.

E. In the event that Hanson shall:

1) at any time become delinquent in the payment of Premium in accordance with Agreement; or

2) shall be insolvent or bankrupt or commit an act of bankruptcy or make an assignment for the benefit of creditors; then

The National Union Fire Insurance Company of Pittsburgh, Pa, Birmingham Fire Insurance Company and Insurance Company of the State of Pennsylvania may, at their sole option, effect the collection of such balances by declaring the earned premium as developed using the formula in this Agreement, due under the Policy and effect collection thereof.

ARTICLE III

LOSS LIMITATION

The incurred losses as defined in Article I hereof which shall be included in computing the Premium Adjustments shall not include that portion of any individual loss in excess of the following limits per accident and/or occurrence each line:

Workers Compensation/Employers Liability	-	$150,000
General Liability	-	$150,000
Automobile Liability	-	$150,000

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ARTICLE IV

CANCELLATIONS

In the event of cancellation of the Policy by either party, the Premium shall be determined in accordance with the provisions of this Agreement.

ARTICLE V

ARBITRATION CLAUSE

All disputes or differences arising out of the interpretation of this Agreement shall be submitted to the decision of two (2) Arbitrators, one to be chosen by each party, and in the event the Arbitrators fail to agree, to the decision of an Umpire to be chosen by the Arbitrators. The Arbitrators and Umpire shall be executive officials of Fire or Casualty Insurance or Reinsurance Companies or Corporate Risk Management Departments. If either of the parties fails to appoint an Arbitrator within one (1) month after being requested by the other party in writing to do so, or if the Arbitrators fails to appoint an Umpire within one (1) month of a request in writing by either of them to do so, such Arbitrator or Umpire, as the case may be, shall at the request of either party, be appointed by a Justice of the Supreme Court of the State of New York.

The Arbitration proceedings shall take place in New York, New York. The applicant shall submit its case within one (1) month after the appointment of the Court of Arbitration, and the respondent shall submit his reply within one (1) month after receipt of a claim. The Arbitrators and Umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under this Agreement according to an equitable rather than a strictly legal interpretation of its terms and their decision shall be final and not subject to appeal.

Each party shall bear the expense of its Arbitrator and shall jointly and equally share with the other the expenses of the Umpire and of the Arbitration.

This Article shall survive the termination of this Agreement.

ARTICLE VI

NOTICES

All notices required hereunder shall be sent to: Hanson Industries, 99 Wood Avenue South, Iselin, New Jersey 08830, Attention : Risk Management Department; and to the Company at: 70 Pine Street, 3rd Floor, New York, New York 10270, Attention: Mr. Gregg Springer.

ARTICLE VII

JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of New York. The proper venue for all actions shall be New York, New York.

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0049-GLD-000056439

ARTICLE VIII

WAIVER OF RIGHTS

Forbearance, neglect or failure by the Company to enforce any and all of the provisions of this Agreement or to insist upon strict compliance by Hanson shall not be construed as a waiver of any rights or privileges of the Company. A waiver of or a past act or circumstances shall not constitute or be a source of conduct or waiver of any subsequent action or circumstances.

ARTICLE IX

ENTIRETY OF AGREEMENT

This Agreement supersedes all previous Agreements as to the same subject matter, whether oral or written, between the Company and Hanson and this Agreement constitutes the entire and sole contract between the parties and any prior statements, agreements, or representation between the parties are merged herein.

ARTICLE X

OFFSET CLAUSE

Each party shall have the right to offset any balance due to the other party against any balance due from the other party under this Agreement, whether such balances are due to premium, losses, expenses or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in New York, New York.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

BY: _____

TITLE: VP

ADDRESS: 70 Pine Street
New York, NY 10270

and in Iselin, New Jersey.

HANSON INDUSTRIES

BY: _____

TITLE: Director-Risk Management

ADDRESS: 99 Wood Ave, Iselin NJ

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0049-GLD-000056440