C I R C U L A R   L E T T E R   NO. 589

Butte, Montana,
January 19, 1946

TO DEPARTMENTS AND SUBSIDIARY COMPANIES:

I advised by Circular Letter No. 581, November 23rd, 1945, relative to new Comprehensive Liability Policy to cover any personal liability alleged from any accident (except automobiles which are covered separately).

The New York Office has decided that they will not attach "Property Damage" to the coverage.

They also forwarded, which I enclose, a list of Claim Representatives of the Indemnity Insurance Company of North America in Western locations.

You will note that accidents are to be reported promptly to the nearest representative. This should be done through personal contact by the Chief Clerk or Cashier of the Department or Subsidiary concerned in order to give such representative an opportunity to make immediate investigation. Complete report should also be rendered this office at once, in triplicate, and we will forward one copy to Johnson & Higgins.

Yours very truly,

K B Fraz...

KBF*AL
Encl

****************************************

N11017

AID 004670

COPY

December 28, 1945

ANACONDA COPPER MINING COMPANY

LIST OF CLAIMS REPRESENTATIVES OF THE
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

| LOCATION OF INSURED'S OPERATIONS | REPORT ACCIDENTS TO ANY ONE OF THE FOLLOWING OFFICES, WHICHEVER IS NEAREST |
|---|---|
| Butte, Montana<br>Anaconda, Montana<br>Hamilton, Montana<br>Helena, Montana<br>Missoula, Montana<br>Bonner, Montana<br>Stevensville, Montana<br>Deer Lodge, Montana<br>Whitehall, Montana<br>Twin Bridges, Montana<br>Woodworth, Montana<br>Whitehall, Montana<br>Silver Lake, Montana<br>Great Falls, Montana<br>Divide, Montana<br>Rocker, Montana | Alf. C. Kremer, Attorney<br>O'Rourke Estate Building<br>Butte, Montana<br><br>Weir Clift & Bennett, Attorneys<br>301 First National Bank Building<br>Helena, Montana<br><br>Toole & Boone, Attorneys<br>Montana Building<br>Missoula, Montana<br><br>Jardine, Chase & Stephenson, Attorneys<br>1st National Bank Building<br>Great Falls, Montana |
| Conda, Caribou County, Idaho | Zener & Peterson, Attorneys<br>Carlson Building<br>Pocatello, Idaho |
| Battle Mountain, Nevada<br>Mountain City, Nevada | Fire Companies' Adjustment Bureau,<br>Reno, Nevada |
| International, Utah<br>Carr Fork, Utah<br>Bingham, Utah<br>Eureka, Utah<br>Tooele, Utah | Howell, Stine & Olmstead, Attorneys<br>David Eccles Building<br>Ogden, Utah<br><br>Christenson & Christenson, Attorneys<br>38 West Center Street<br>Provo, Utah<br><br>Intermountain Adjusters<br>431 Utah Oil Building<br>Salt Lake City, 1, Utah |
| Miami, Arizona | Mr. J. A. Barris, Supt.<br>Indemnity Ins. Co. of North America<br>12th Fl., 621 S. Spring St.,<br>Los Angeles 14, Calif. |

N11017.01

AID 004671

Blanket Liability Policy No. LB-5093

INDEMNITY INSURANCE [illegible]
OF NORTH AMERICA

A STOCK INSURANCE COMPANY herein [illegible] does hereby agree with the insured, named in [illegible] part hereof, in consideration of the [illegible] of the statements contained in the [illegible] the limits of liability, exclusions, [illegible] of this policy:

INSURING AGREEMENTS

I. Bodily Injury Liability

TO PAY on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law, or assumed by the insured under contract or agreement (oral or written, expressed or implied), for damages, including damages for care and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons.

II. Defense, Settlement, Supplementary [illegible]

It is further agreed that as respects insurance afforded by this policy, the company shall:

(a) defend in the name and on behalf of the insured [illegible] against the insured alleging such [illegible] on account thereof, even if such [illegible] fraudulent; but the company shall [illegible] investigation, negotiation and settlement [illegible] as may be deemed expedient by the [illegible]

(b) pay all premiums on bonds to [illegible] amount not in excess of the applicable [illegible] this policy, all premiums on appeal [illegible] such defended suit, but without any [illegible] or furnish such bonds, all costs taxed [illegible] in any such suit, all expenses incurred by the company, all interest accruing after entry of judgment until the company has paid, tendered or deposited in [illegible] judgment as does not exceed the limit of [illegible] ability [illegible] expenses [illegible] injury, for [illegible] [illegible]

N11017.02



AID 004672

(c) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The company agrees to pay the amounts incurred under this insuring agreement, except settlement of claims and suits, in addition to the applicable limit of liability of this policy.

III. Definition of "Named Insured" and "Insured"

The words "named insured", wherever used in this policy subject to an additional premium to be agreed upon, shall be deemed to include any subsidiary or affiliated company organized or acquired by the named insured subsequent to the effective date of this policy, provided notification is given to the company within thirty (30) days thereafter.

The unqualified word "insured", wherever used in this policy, includes not only the named insured but also any executive officer, director or stockholder of the named insured while acting in his capacity as such.

IV. Policy Period, Territory

This policy applies only to occurrences which happen during the policy period, anywhere in the world, provided the claims are made or the suits are instituted within the United States of America, the Dominion of Canada or Newfoundland.

EXCLUSIONS

This policy shall not apply:

(a) except with respect to liability assumed by the insured under contract or agreement, to bodily injury to or the death of any employee of the insured while engaged in the employment of the insured, or to any obligation for which the insured or any company as the insured's insurer may be held liable under any workmen's compensation law;

(b) except with respect to operations performed by independent contractors of the named insured, to the ownership, maintenance or use, including loading or unloading, by or in the interest of the insured of (1) watercraft, except barges, scows and lighters owned or hired by and used in the business of the named insured, while away from premises owned, rented or controlled by the named insured, (2) automobiles while away from such premises or the ways immediately adjoining, or (3) aircraft;

(c) to bodily injury to or the death of any person or [illegible] resulting from harmful or dangerous [illegible], [illegible] [illegible] arising [illegible] operations of the [illegible] [illegible] occurs accidentally; it bein[illegible] [illegible], [illegible]



AID 004673

once the insured has knowledge that such emanation is occurring and has caused or is likely to cause bodily injury to or the death of any person or persons such bodily injury or death resulting thereafter shall not be deemed accidental and shall not be covered by this policy;

(d) to assault and battery [illegible] or at the direction of the insured.

CONDITIONS

**A Limitation of Liability**

The liability of the company, under this policy, for all damages, including damages for care and loss of services, arising out of bodily injury to or death of one person, shall be limited to the sum of One Hundred Thousand ($100,000.) Dollars and, subject to the same limit for each person, the liability of the company for all damages, including damages for care and loss of services, arising out of bodily injury to or death of two or more persons, shall be limited to the sum of One Million ($1,000,000.) Dollars in any one occurrence.

There is no limit to the number of occurrences for which claims may be made hereunder, provided such occurrences happen during the policy period.

The inclusion herein of more than [illegible] insured shall not operate to increase the limits of [illegible] company's liability.

**B Premium**

The premium for this policy shall [illegible] the fixed premium as stated in the declarations and shall not be subject to adjustment unless the policy is cancelled as provided by Condition [illegible].

**C Cross Liability**

The company agrees that [illegible] be construed as employees of [illegible] the time of the injury or death, [illegible] in the employment of such [illegible]

**D Inspection**

The company shall, at all [illegible] the policy period, be permitted to [illegible] operations and elevators of the [illegible].

**E Other Definitions**

(a) Bodily Injury. The words [illegible] in this policy, shall be construed to include sickness, disease and mental anguish; and also personal injury arising out of:

(1) false arrest, false imprison[illegible] eviction, detention or [illegible];

(2) libel, [illegible]



AID 004674

**J**
**Other Insurance**

The insurance afforded by this policy shall be excess insurance over and above any other valid and collectible insurance available to the insured, except that if the insured has other insurance with the company covering a loss also covered by this policy, the insured must elect which policy shall apply, and the company shall be liable under the policy so elected and shall not be liable under any other policy.

**K**
**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 all papers required and shall do everything that may be necessary to secure such rights, but the company shall have no right of subrogation against any financially controlled subsidiary or affiliated company of the named insured or any company managed by the named insured, nor against any person or organization in respect of which the insured has assumed liability under any contract or agreement.

**L**
**Conflicting Statutes**

If any condition in this policy conflicts with any specific statutory provision in the state in which it is claimed that the insured is liable for any such injuries or loss as are covered by this policy, such specific statutory provision shall be substituted for such condition.

**M**
**Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by the president, a vice-president, a secretary or an assistant secretary of the company; provided, however, that changes may be made in the [illegible] declarations by the agent [illegible] initialed by such agent or by [illegible] issued to form a part hereof signed by such agent.

**N**
**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 or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.

**O**
[illegible]

This policy may be cancelled [illegible] [illegible] cancellation shall be effective [illegible] celled by the company by [illegible]



AID 004676

named insured [illegible] the a[illegible] [illegible] stating when, not less than thi[illegible]ty (3[illegible] [illegible] cancellat[illegible] shall be effective. The mai[illegible] [illegible]f notice as aforesaid shall be sufficient proof of noti[illegible] [illegible] the insurance under this policy shall end on the eff[illegible] [illegible] date and hour of cancellat[illegible] stated in the notice [illegible]elive[illegible] [illegible] written notice either by the named insured [illegible] by [illegible] shall be equivalent t[illegible] [illegible]

I[illegible] the named [illegible] [illegible], [illegible] in accordance [illegible] [illegible] rate [illegible] but such short rate [illegible] [illegible] premium specified in the dec[illegible] [illegible]. If the [illegible] cancels earned premium shall be com[illegible] [illegible] rat[illegible]

Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the named insured.

IN WITNESS WHEREOF, the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its Resident Vice-President and Resident Assistant Secretary at New York, New York and countersigned by a duly authorized agent of the Company.

| | |
|---|---|
| Resident Assistant Secretary | Resident Vice-President |

[illegible]

_______________________________ Agent



AID 004677

Attached to and hereby made a part of [illegible] Liability Policy No. LB-4393

[illegible]

Item 1. Name of Insured - Anaconda Copper Mining Company and others named in Endorsement No. 1 attached hereto.

Item 2. P. O. Address - 25 Broadway, New York 4, New [illegible]

Item 3. Policy Period - From July 17th, 1945 to July 17th, 1946, 12:01 A.M., standard time, at the address of the named insured as stated herein.

Item 4. Location of all plants, shops, yards, warehouses, buildings or other premises or work places of the Insured:-

Anywhere in [illegible] United States of America and [illegible] Dominion of Canada.

Item 5. Premium - The premium for the policy [illegible] shall be- - - - - - - - - - [illegible]

In the event of cancellation by the Insured, the company shall receive and retain not less than $1,000.00 as the minimum premium.

Policy #CGL-4361 covering closed States and written at manual rates for those States as per End. #2 attached 6,629.09

$15,000.00

END. NO. 1

NAME OF INSURED

ANACONDA COPPER MINING COMPANY

AND

CONSOLIDATED SUBSIDIARIES - GROUP 1

The American Brass & Copper Co., Inc.
The American Brass Company
The American Brass Company of Texas
The American Metal Hose Company
Anaconda Alloys Corporation
Anaconda American Brass Limited
Anaconda Sales Company
Andes Exploration Co. of Maine
Butte, Anaconda & Pacific Railway Company
Canada Strip Mill Limited
Columbia Amusement Company
Copper Export Association, Inc.
The French Manufacturing Company
Frontenac Exploration & Development Company, Ltd.
International Smelting and Refining Company
Interstate Lumber Company
Kenosha Brass Company
Mines Investment Corporation
Montana Hardware Company
New Jersey Storage and Warehouse Company
Raritan Terminal and Transportation Company
Tooele Valley Railway Company
Washoe Copper Company
Waterbury Brass Goods Corporation

CONSOLIDATED SUBSIDIARIES - GROUP 2

Andes Copper Mining Company
Butte Water Company
The Cananea Consolidated Copper Company, S.A.
Chile Copper Company
Chile Exploration Company

-Continued-

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

This endorsement becomes effective on the 17th day of July, 1945

Attached to and hereby made a part of Blanket Liability

Policy No. LB-4098 of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

issued to ANACONDA COPPER MINING COMPANY, ET AL

Not valid unless countersigned by a duly authorized agent of the company.

*Countersigned:*

Agent.

President

4553 150M 10-24-45

AID 004679

**END. NO. 1 CONTINUED**

**CONSOLIDATED SUBSIDIARIES - GROUP 2 Cont'd.**

Chile Steamship Company Incorporated
Green Cananea Copper Company
Mayflower Mining Company
Potrerillos Railway Company
Santiago Mining Company
Smoke House Copper Mining Company
West Mayflower Mining Company

**UNCONSOLIDATED SUBSIDIARIES - GROUP 3**

Anaconda Wire & Cable Company
Basic Magnesium, Incorporated
Big Hill Mining Company
British American Metals Company, Ltd.
Chermack Manufacturing Company
Comet Coalition Mines Company
Defender Mining and Milling Company
Dragon Consolidated Mining Company
East Elkhorn Mining Company
East Tintic Coalition Mining Company
Empire Mines Company
Eureka Bullion Mining Company
Fairmont Investment Company
Eureka Swansea Extention Mining Company
Golden Reward Mining Company
Maring Wire Company
Marion Insulated Wire and Rubber Company
Middle Swansea Mining Company
Mountain City Copper Company
Mountain View Mining Company
North Lily Mining Company
Park Berg Mining Company
Park Central Mining Company
Park Cummings Mining Company
Park Empire Mining Company
Park Konold Mines Corporation
Park Nelson Mining Company
Park Premier Mining Company
Post Publishing Company

-Continued-

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

This endorsement becomes effective on the 17th day of July, 1945

Attached to and hereby made a part of Blanket Liability

Policy No. LB-4098 of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

issued to ANACONDA COPPER MINING COMPANY, ET AL

Not valid unless countersigned by a duly authorized agent of the company.

*Countersigned:*

_______________________ *Agent.*

[signature] President

4553 150M 10-24-45

AID 004680

END. NO. 1 CONTINUED

UNCONSOLIDATED SUBSIDIARIES - GROUP 3
Cont'd.

Standard Publishing Company
Swansea Consolidated Mining Company
Tintic Drain Tunnel Company
Tubular Woven Fabric Company
Twentieth Century Mining Company
Victor Consolidated Mining Company
Yankee Consolidated Mining Company

AFFILIATED COMPANIES - GROUP 4

Inspiration Consolidated Copper Company
Warrior Cooperative Merchantile Company
National Tunnel & Mines Company
Butte Copper & Zinc Company
North Butte Mining Company

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

This endorsement becomes effective on the 17th day of July, 1945

Attached to and hereby made a part of Blanket Liability

Policy No. LL-4093 of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

issued to ANACONDA COPPER MINING COMPANY, ET AL

Not valid unless countersigned by a duly authorized agent of the company.

*Countersigned:*

Agent.

President

4553 150M 10-24-45

AID 004681

END. NO. 2

EXCLUDING SPECIFIC STATES ENDORSEMENT

It is understood and agreed that the policy to which this endorsement is attached does not cover and shall not be construed to cover any operations or locations of the insured in the States of Louisiana, New Jersey, New Mexico, New York, North Carolina and Washington. All operations and locations in such states shall be covered under regular policies of the Indemnity Insurance Company of North America written in accordance with the Manual rates applicable thereto.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

This endorsement becomes effective on the 17th day of July, 1945

Attached to and hereby made a part of Blanket Liability

Policy No. LB-4092 of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

issued to ANACONDA COPPER MINING COMPANY, ET AL

Not valid unless countersigned by a duly authorized agent of the company.

*Countersigned:*

*Agent.*

*President*

AID 004682

# PROPERTY DAMAGE ENDORSEMENT
## (Owner's, Landlord's and Tenant's Form)

In consideration of the payment of the premium provided in Item 1 of the declarations hereof, and subject to the limits of liability, exclusions, conditions and other terms of this endorsement, the company hereby agrees with the named insured:

1. TO PAY on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use, for the purposes stated in the declarations, of the premises described therein, and all operations during the endorsement period which are necessary or incidental to such purposes.
2. TO DEFEND in his name and behalf any suit against the insured alleging such injury to or destruction of property and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the company.
3. TO PAY all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such defended suit, but without obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company, all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon.

The company agrees to pay the amounts incurred under sections 2 and 3 above in addition to the applicable limit of this endorsement.

## EXCLUSIONS

This endorsement does not apply:

(a) to injury to or destruction of property owned, rented, occupied or used by or in the care, custody or control of the insured or any of his employees;

(b) to liability assumed by the insured under any contract or agreement;

(c) to injury to or destruction of property caused:

(1) by any automobile or other vehicle or draft or driving animal owned by the insured or used by him or any of his employees, unless such injury to or destruction of property shall occur upon the premises described in the declarations or on the public ways immediately adjoining; (2) by any aircraft owned, maintained or used by or in the interest of the insured; (3) by any boat or dog owned, maintained or used by the insured while away from the premises described in the declarations; (4) by any escalator, elevator or other platform elevating device, its appliances, shaft or hoistway or any hoisting device operated through any hatchway, floor or sidewalk opening (elevator shaftways in which there are no elevators, dumbwaiters, hoists within buildings not operated through a hatchway and manually operated hoists located outside the walls of buildings excepted; (5) by the consumption or use elsewhere than upon the premises described in the declarations of any article or product manufactured, handled or distributed by the insured;

*(d) to injury to or destruction of buildings or the contents thereof on or from the premises described in the declarations caused by:

(a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating, air-conditioning or automatic sprinkler systems (including any other substance from automatic sprinkler systems), water storage tanks connected with plumbing or automatic systems, elevator tanks and cylinders, stand-pipes for fire hose, or industrial or domestic appliances; (b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems; (c) rain or snow admitted directly to interiors of buildings through defective roofs, leaders or spouting, or by open or defective doors, windows, sky-lights, transoms or ventilators.

*This exclusion does not apply to premises described in the declarations as "Apartments—one apartment", "Dwelling—two family", "Farm", "Private Estate" or "Private Residence".

## CONDITIONS

1. The liability of the company under this endorsement is limited as expressed in Item 2 of the declarations hereof.
2. The premium for this endorsement is based upon the rates stated in Item 1 of the declarations hereof.
3. This endorsement may be cancelled at any time within the term of the policy to which it is attached and in accordance with Condition K of said policy, but cancellation of said policy shall operate to cancel this endorsement.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

This endorsement becomes effective on the 17th day of July, 19 45

Attached to and hereby made a part of Blanket Liability

Policy No. LB-4098 of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

issued to [illegible]

Not valid unless countersigned by a duly authorized agent of the company.

*Countersigned:*

_______________________

*Agent.*

*President*

(OVER)

AID 004683

## DECLARATIONS

ITEM 1. The location of the premises covered hereunder ~~and described in detail in Item 5 of the declarations~~ and the purpose for which such premises are used are as ~~of the policy to which this endorsement is attached~~ [illegible] as follows:

| Location | Premises occupied as | Premium Basis | | Premium |
|---|---|---|---|---|
| | | Area | Frontage | |
| N/W quarter of the S/W quarter of Sec. 24, Range 3, East, near Great Falls, Montana. | Powder Magazine | -- | -- | |

Minimum Premium $ 33.00 Estimated Advance Premium $ 33.00

ITEM 2. The liability of the company under this endorsement is limited on account of any one accident resulting in injury to or destruction of the property of one or more persons, together with the loss of use thereof, to the sum of $ 2,500.00

AID 004684

CIRCULAR LETTER NO. 648

Butte, Montana,
October 30, 1947

TO DEPARTMENTS AND SUBSIDIARY COMPANIES:

I am advised by the New York Office that the following policies have been written to cover Anaconda Copper Mining Company and Subsidiaries and Affiliated Companies:

Property Damage (at our request as an addition to the General Liability Policy in existence)

Amount $50,000.00, with the following exclusions:

1. Subsidence of soil.
2. Loss due to smoke, gas or fumes.
3. Cross-liabilities of the respective companies for Property Damage claims.
4. Contamination of streams and land.
5. Silt damage in streams and land.

Automobile Fleet Policy, covering the automotive equipment, as follows:

Bodily Injury - $100/500,000
Property Damage - $10,000 over-all with $50,000 coverage on dynamite trucks located in Montana
Non-Ownership, etc.
Fire on Commercial Vehicles and Trailers.
Fire and Theft and Comprehensive on Pleasure and Business cars.
No Collision

Any accidents or injuries that you think might be covered by these policies should be reported immediately to this office with all particulars pertaining thereto.

Yours very truly,

KBF*AL

PLEASE SIGN AND RETURN IMMEDIATELY

________________ 1947

Mr. K. B. Frazer
Drawer 1961
Butte, Montana.

Your Circular Letter No. 648, dated October 30th, 1947, received and instructions fully understood.

________________
DEPARTMENT OR COMPANY

BY

AID 004685

TO DEPARTMENTS AND SUBSIDIARY COMPANIES:

I advised by [illegible] relative to new Comprehensive [illegible] alleged from any accident [illegible]

The New York Office [illegible] "Property Damage" to the coverage.

They also forwarded, [illegible] Representatives of the Indemnity Insurance Company [illegible] locations.

You will note that accident [illegible] to the nearest representative. This should [illegible] by the Chief Clerk or Cashier of the Department [illegible] to give such representative an opportunity to [illegible] Complete report should also be rendered [illegible] and we will forward one copy to Johnson [illegible]

Yours very [illegible]

[illegible]

Encl

AID 004686