Ætna
LIFE & CASUALTY

EXCESS OVERLAYER
INDEMNITY POLICY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Ætna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. 01 XN 1209 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

JOHNSON & JOHNSON
501 GEORGE ST.,
NEW BRUNSWICK, N.J. 08903

POLICY PERIOD:

From 1/1/77 To 1/1/78
12:01 A.M. standard time at the address of Insured

PREMIUM:

☐ Flat charge

☒ Adjustable at a rate of SEE ENDORSEMENT

________ per $____ of ________

LIMITS OF LIABILITY:

16.67% ($2,500,000. MAXIMUM) QUOTA SHARE OF $15,000,000. EACH OCCURRENCE

16.67% ($2,500,000. MAXIMUM) QUOTA SHARE OF $15,000,000. ANNUAL AGGREGATE

~~Minimum~~ Premium $123,533.

GUARANTY FUND .005 ZJ $ 618.

Total Advance Premium $124,151.

3 Year Policy Installments

1st Anniversary ________

2nd Anniversary ________

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A

SEE LIST OF ENDORSEMENTS

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

			LIMITS OF LIABILITY		
POLICY NUMBER	INSURER	COVERAGE	EACH PERSON	EACH OCCURRENCE	AGGREGATE
	LONDON	EXCESS INDEMNITY		5,000,000.	5,000,000.

CONTROLLING INSURANCE

	LONDON	EXCESS INDEMNITY		5,000,000.	5,000,000.

This schedule applies to the above policies and any renewals or replacements thereof.

Section 4. CONDITIONS

LIMITS OF LIABILITY Ætna Casualty shall not be liable for more than the amount of the limits stated in Section 1 with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Ætna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Ætna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Ætna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Ætna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Ætna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Ætna Casualty, in which event the INSURED and Ætna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Ætna Casualty may elect to do so. Ætna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST ÆTNA CASUALTY No action shall lie against Ætna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Ætna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Ætna Casualty of any of its obligations hereunder.

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 Ætna Casualty as a party to any action against the INSURED to determine the INSURED S liability, nor shall Ætna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Ætna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Ætna Casualty s liability, hereunder; then to reimburse Ætna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

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 Ætna Casualty from asserting any rights 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, Assistant Vice President, Secretary or Assistant Secretary of Ætna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Ætna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1 by mailing to Ætna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Ætna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Ætna Casualty cancels, earned premium shall be computed prorata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

Donald M Johnson
President

Stephen B Middlebrook
Secretary

(MU-13169-1) ED. 2-75

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LIST OF ENDORSEMENTS

BROAD FORM NUCLEAR ENERGY EXCLUSION FORM NO. 13113A
EXCLUSION - CONTAMINATION OR POLLUTION MU 13395
AMENDMENT OF DISCRIMINATION COVERAGE MU 13396
SECTION I. PREMIUM BASIS
DES EXCLUSION
SWINE FLU EXCLUSION
NON-CONCURRENCY ENDORSEMENT
CANCELLATION NOTICE AMENDED
EXCLUSION OF CANADIAN COVERAGE
NON CONCURRENCY XN 13108
DEFINITIONS - XN 13107

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective   Policy No.   Endorsement No. 1
Named Insured
Additional Premium $ Return Premium $ BI   PD
In Advance $ $
1st Anniv. $ $
2nd Anniv. $ $

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

CAT. 388742
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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(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 is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. 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 or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed 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 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

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

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

"source material" , **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"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;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Ætna Casualty and Surety Company
Hartford, Connecticut

Donald M Johnson
President.

For attachment to the following policy forms:
(CA, JS, AL, CS, MP, JP, SK, GS, PS, DR, DP, DG, DB, DH, DO)

NEW YORK EXCEPTION—This endorsement does not apply under any Automobile Liability coverage, to injury, sickness, disease, death or destruction arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile principally garaged in the state of New York.

(13113-A)

EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ Return Premium $

	BI	PD
	In Advance $	$
	1st Anniv. $	$
	2nd Anniv. $	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the PERSONAL INJURY LIABILITY coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached. effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ Return Premium $

	BI	PD
In Advance	$	$
1st Anniv.	$	$
2nd Anniv.	$	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________ (Authorized Representative)

(MU-13396) ED. 3-75

SECTION I. PREMIUM BASIS

IT IS AGREED THAT SECTION I. PREMIUM BASIS IS TO READ AS FOLLOWS:

(X) ADJUSTABLE AT A RATE OF:

1. CONTRACEPTIVES - ETHICAL DRUGS - IUD = 1.88 PER $1,000. SALES
2. NON ETHICAL DRUGS (OVER-THE-COUNTER) = .875
3. ALL OTHER PRODUCTS = .0915

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 2

Named Insured

Additional Premium $ Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

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LTL 0005187

DES EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO EXCESS NET LOSS ARISING OUT OF THE HUMAN CONSUMPTION OF A DRUG, A CHEMICAL DERIVATIVE OF STILBENE, KNOWN AS DIETHYLSTILBESTROL OR DES, OR ANY DERIVATIVE THEREOF.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No. 3

Named Insured

Additional Premium $ | Return Premium $ | BI | PD

In Advance $ | $

1st Anniv. $ | $

2nd Anniv. $ | $

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

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AGENCY/ BROKER ▶	CODE	NAME	COMMISSION		PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	CAP	ID	POLICY EFF. DATE	DATE TYPED AND INITIALS
COUNTERSIGNING CODES ▶		OFFICE CODE	C/S CODE				E				POLICY EXPIRY DATE	

STAT PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	LIMITS OF LIABILITY PD	LIMITS OF LIABILITY MED.	DR. REC.	LINE DESIG	FORM OR CLASS	DISĊ	PREMIUM	EXPOSURE	CABS ID	ACCOUNT NUMBER
													END'T FORM NO

"SWINE FLU" EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED AND ANYTHING CONTAINED IN UNDERLYING POLICY OR POLICIES TO THE CONTRARY NOTWITHSTANDING, IT IS HEREBY EXPRESSLY AGREED THAT THE COVERAGE AFFORDED BY THE POLICY SHALL NOT APPLY TO ANY LIABILITY FOR PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH AT ANY TIME RESULTING THEREFROM OR PROPERTY DAMAGE ARISING OUT OF THE MANUFACTURING, HANDLING, DISTRIBUTING, TESTING, SALE, APPLICATION, ADMINISTRATION, INGESTION, INJECTION, CONSUMPTION OR OTHER USE OF ANY KIND OR NATURE WHATSOEVER OF MONOVALENT AND/OR BIVALENT AND/OR ANY OTHER VACCINE OR IMMUNIZATION AGENTS BY WHATSOVER NAME OR DESIGNATION MANUFACTURED, SOLD OR DISTRIBUTED BY OR ON BEHALF OF THE INSURED WHICH IS INFLUENZA VIRUS COMMONLY DESIGNATED AS "SWINE FLU", WHICH CONTAINS IN ITS FORMULATION THE A/NEW JERSEY/76 (H SW 1N1) STRAIN AND/OR ANY DERIVATIVES THEREOF.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No. 4

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

EXCESS OVERLAYER INDEMNITY POLICY

(NON-CONCURRENCY ENDORSEMENT)

Whereas, the period of the primary and/or underlying policy or policies, including renewals or replacements thereof, with respect to which this policy applies in excess is or may be non-concurrent with the period of this policy.

Now therefore, in consideration of the premium for which this policy is written, in the event of reduction or exhaustion of the aggregate limit or limits contained in such primary and/or underlying policy or policies solely by payment of losses in respect to accidents or occurrences during the period of such primary and/or underlying policy or policies, it is hereby understood and agreed that such insurance as is afforded by this policy shall apply in excess of the reduced underlying limit, or if such limit is exhausted, shall apply as underlying insurance, notwithstanding anything to the contrary in the terms and conditions of this policy.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 5

Named Insured

Additional Premium $

Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________________
(Authorized Representative)

XN-13108

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LTL 0005190

CANCELLATION NOTICE AMENDED

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED WILL NOT BE CANCELLED, EXCEPT FOR THE NON-PAYMENT OF PREMIUM, OR CHANGED IN ANY WAY BY THE COMPANY WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE BEING SENT TO:

JOHNSON & JOHNSON
501 GEORGE ST.,
NEW BRUNSWICK, NEW JERSEY 08903

IN THE EVENT OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM, THE STANDARD (10) DAYS NOTICE OF CANCELLATION WILL APPLY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No. 6

Named Insured

Additional Premium $ | Return Premium $ | BI | PD

	BI	PD
In Advance $		$
1st Anniv. $		$
2nd Anniv. $		$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

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LTL 0005191

EXCLUSION OF CANADIAN COVERAGE

"IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO PERSONAL INJURY, OR PROPERTY DAMAGE OR ADVERTISING OFFENSE WHICH IS COVERED UNDER ANY POLICY DESIGNATED BELOW, INCLUDING ANY RENEWAL POLICY, OR WHICH WOULD HAVE BEEN COVERED UNDER SAID POLICY BUT FOR THE EXHAUSTION OF THE LIMIT OF LIABILITY PROVIDED THEREIN.

DESIGNATED POLICY	COVERAGE
985 XN 1210 WCA	EXCESS INDEMNITY

"IT IS ALSO AGREED THAT, FOR THE SOLE PURPOSE OF ARRIVING AT THE AGGREGATE LIMIT OF LIABILITY OF A PARTICULAR COVERAGE, THIS POLICY AND POLICY NO. 985 XN 1210 WCA, WILL BE DEEMED TO BE ONE POLICY WITH A SINGLE AGGREGATE LIMIT OF LIABILITY FOR SUCH COVERAGE".

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective　　Policy No.　　Endorsement No. 7

Named Insured

Additional Premium $　　Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

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ADDITIONAL INTEREST

IT IS AGREED THAT THE POLICY IS AMENDED
TO APPLY TO THE ADDITIONAL INTEREST:
EFFECTIVE 4/13/77

(1) CRITIKON INC. & IBC/BERKELEY DIVISION OF CRITIKON INC.
2700 DUPONT DRIVE
IRVINE, CALIFORNIA 92715

(2) BERKELEY INTERNATIONAL, INC. & PUERTO RICO
INDUSTRIAL DEVELOPMENT CO.
2700 DUPONT DRIVE
IRVINE, CALIFORNIA, 92715

(3) EFFECTIVE 6/30/77
PEVRICK ENGINEERING COMPANY, INC.
7410 SAN FERNANDO ROAD
SUN VALLEY, CALIFORNIA

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective SEE ABOVE   Policy No. 01XN 1209 WCA   Endorsement No. 7A
Named Insured JOHNSON & JOHNSON
Additional Premium $ Return Premium $ BI   PD

	BI	PD
In Advance	$	$
1st Anniv.	$	$
2nd Anniv.	$	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________________
(Authorized Representative)

(90455-B) 12-73

CAT. 439789
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EXCESS OVERLAYER INDEMNITY POLICY
(Definitions)

It is agreed that such insurance as is afforded by the policy for "EXCESS NET LOSS" applies only to personal injury, advertising offense or property damage caused by an occurrence as defined below:

1. "Personal injury" means bodily injury, shock, mental anguish, sickness or disease, including death at any time resulting therefrom; injury arising out of false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of the right of private occupancy, humiliation or racial or religious discrimination (unless committed by or at the direction of the insured, or unless insurance therefor is prohibited by law); and, except with respect to injury occurring in the course of the named insured's advertising activities, injury arising out of the publicatio or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

2. "Advertising offense" means injury occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan (other than a patent).

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

4. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in personal injury, property damage or advertising offense which is neither expected nor intended from the standpoint of the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured

Additional Premium $ | Return Premium $ | BI | PD

In Advance $ | $

1st Anniv. $ | $

2nd Anniv. $ | $

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

XN-13107

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EXCESS OVERLAYER INDEMNITY POLICY
(DEFENSE OF SUITS)

"IT IS AGREED THAT THE DEFNITION OF 'EXCESS NET LOSS' IS REPLACED BY THE FOLLOWING DEFINITION:

"'EXCESS NET LOSS' MEANS THAT PART OF THE TOTAL OF ALL SUMS WHICH THE INSURED BECOMES LEGALLY OBLIGATED TO PAY OR HAS PAID, AS DAMAGES ON ACCOUNT OF ANY ONE ACCIDENT OR OCCURRENCE, AND WHICH WOULD BE COVERED BY THE TERMS OF THE CONTROLLING UNDERLYING INSURANCE IF WRITTEN WITHOUT ANY LIMIT OF LIABILITY, LESS REALIZED RECOVERIES AND SALVAGES WHICH IS IN EXCESS OF ANY SELF-INSURED RETENTION AND THE TOTAL OF THE APPLICABLE LIMITS OF LIABILITY OF ALL POLICIES DESCRIBED IN SECTION 3. SCHEDULE OF UNDERLYING INSURANCE; WHETHER OR NOT SUCH POLICIES ARE IN FORCE.

"LOSS SHALL ALSO INCLUDE ANY COSTS OR EXPENSE INCURRED IN CONNECTION WITH THE DEFENSE OF A SUIT, AND INTEREST ON ANY JUDGMENT WHICH ACCRUES AFTER ENTRY OF JUDGMENT, BUT ONLY IF ALL OF THE FOLLOWING CONDITIONS ARE MET:

"1. SUCH COSTS OR EXPENSE ARE INCURRED BY THE INSURED WITH THE WRITTEN CONSENT OF AETNA CASUALTY; AND

"2. THE MAJORITY OF POLICIES OF UNDERLYING INSURANCE WITH THE EXCEPTION OF THE CONTROLLING UNDERLYING INSURANCE CONTAIN A SIMILAR DEFINITION OF 'EXCESS NET LOSS'.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 1-1-77 Policy No. 01 XN 1209 WCA Endorsement No. 11
Named Insured JOHNSON & JOHNSON
Additional Premium $ Return Premium $ BI PD

In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

SPECIAL NO. 11

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

5-B) 12-73

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LTL 0005195

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

Stephen B. Middlebrook
Secretary

William O. Bailey
President

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

Ætna
LIFE & CASUALTY

Insurance planned for your protection by

ÆTNA LIFE & CASUALTY

EXCESS OVERLAYER INDEMNITY POLICY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Ætna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. 985 XN 1210 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

JOHNSON & JOHNSON
19 GREENBELT DRIVE
DAWN MILLS, ONTARIO, CANADA

POLICY PERIOD:

From 1/1/77 To 1/1/78
12:01 A.M. standard time at the address of Insured

PREMIUM:

☐ Flat charge

☒ Adjustable at a rate of SEE ENDORSEMENT

______ per $____ of ______

Minimum Premium ______

Total Advance Premium $9,800.

3 Year Policy Installments

1st Anniversary ______

2nd Anniversary ______

LIMITS OF LIABILITY:

16.67% ($2,500,000. MAXIMUM) QUOTA SHARE OF $15,000,000. EACH OCCURRENCE

16.67% ($2,500,000.MAXIMUM) QUOTA SHARE OF $15,000,000. ANNUAL AGGREGATE

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A

SEE LIST OF ENDORSEMENTS

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY EACH PERSON	EACH OCCURRENCE	AGGREGATE
	LONDON	EXCESS INDEMNITY		5,000,000.	5,000,000.

CONTROLLING INSURANCE

LONDON	EXCESS INDEMNITY		5,000,000.	5,000,000.

This schedule applies to the above policies and any renewals or replacements thereof.

Section 4. CONDITIONS

LIMITS OF LIABILITY Ætna Casualty shall not be liable for more than the amount of the limits stated in Section 1. with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Ætna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Ætna Casualty in the event of any accident, occurrence, claim or suit whcih is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Ætna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Ætna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Ætna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Ætna Casualty, in which event the INSURED and Ætna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Ætna Casualty may elect to do so. Ætna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST ÆTNA CASUALTY No action shall lie against Ætna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Ætna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Ætna Casualty of any of its obligations hereunder.

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 Ætna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Ætna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Ætna Casualtv shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Ætna Casualty's liability, hereunder; then to reimburse Ætna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

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 Ætna Casualty from asserting any rights 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, Assistant Vice President, Secretary or Assistant Secretary of Ætna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Ætna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1. by mailing to Ætna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Ætna Casualty by mailing to the INSURED first named in Section 1. at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Ætna Casualty cancels, earned premium shall be computed prorata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. Middlebrook
Secretary

LIST OF ENDORSEMENTS

BROAD FORM NUCLEAR ENERGY EXCLUSION FORM NO. 13113A
EXCLUSION - CONTAMINATION OR POLLUTION MU - 13395
AMENDMENT OF DISCRIMINATION COVERAGE MU - 13396
SECTION I. PREMIUM BASIS
DES EXCLUSION
SWINE FLU EXCLUSION
NON-CONCURRENCY ENDORSEMENT
CANCELLATION NOTICE AMENDED.
EXCLUSION OF U.S.A. COVERAGE
NON-CONCURRENCY XN 13108
DEFINITIONS - XN 13107

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective
Named Insured
Additional Premium $

Policy No.
Return Premium $

Endorsement No. 1

	BI	PD
In Advance $		$
1st Anniv. $		$
2nd Anniv. $		$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________________
(Authorized Representative)

(90455-B) 12-73

CAT. 388742
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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(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 is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. 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 or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed 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 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

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

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

"source material" , **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"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;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Ætna Casualty and Surety Company
Hartford, Connecticut

Donald M Johnson
President.

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

.(13113-A)

CAT. 001902
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EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ Return Premium $

	BI	PD
	In Advance $	$
	1st Anniv. $	$
	2nd Anniv. $	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________________
(Authorized Representative)

(MU-13395) ED. 3-75 PRINTED IN U.S.A.

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the PERSONAL INJURY LIABILITY coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium $	Return Premium $	BI	PD
		In Advance $	$
		1st Anniv. $	$
		2nd Anniv. $	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________________ (Authorized Representative)

(MU-13396) ED. 3-75

SECTION I. PREMIUM BASIS

IT IS AGREED THAT SECTION I. PREMIUM BASIS IS TO READ AS FOLLOWS:

(X) ADJUSTABLE AT A RATE OF:

1. CONTRACEPTIVES - ETHICAL DRUGS - IUD = 1.88 PER $1,000. SALES
2. NON ETHICAL DRUGS (OVER-THE-COUNTER) = .875
3. ALL OTHER PRODUCTS = .0915

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 2

Named Insured

Additional Premium $	Return Premium $		BI	PD
		In Advance $		$
		1st Anniv. $		$
		2nd Anniv. $		$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

CAT. 388742
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DES EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO EXCESS NET LOSS ARISING OUT OF THE HUMAN CONSUMPTION OF A DRUG, A CHEMICAL DERIVATIVE OF STILBENE, KNOWN AS DIETHYLSTILBESTROL OR DES, OR ANY DERIVATIVE THEREOF.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 3

Named Insured

Additional Premium $ Return Premium $ BI PD

In Advance $ $

1st Anniv. $ $

2nd Anniv. $ $

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

CAT. 388742
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"SWINE FLU" EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED AND ANYTHING CONTAINED IN UNDERLYING POLICY OR POLICIES TO THE CONTRARY NOTWITHSTANDING, IT IS HEREBY EXPRESSLY AGREED THAT THE COVERAGE AFFORDED BY THE POLICY SHALL NOT APPLY TO ANY LIABILITY FOR PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH AT ANY TIME RESULTING THEREFROM OR PROPERTY DAMAGE ARISING OUT OF THE MANUFACTURING, HANDLING, DISTRIBUTING, TESTING, SALE, APPLICATION, ADMINISTRATION, INGESTION INJECTION, CONSUMPTION OR OTHER USE OF ANY KIND OR NATURE WHATSOEVER OF MONOVALENT AND/OR BILVALENT AND/OR ANY OTHER VACCINE OR IMMUNIZATION AGENTS BY WHATSOEVER NAME OR DESIGNATION MANUFACTURED, SOLD OR DISTRIBUTED BY OR ON BEHALF OF THE INSURED WHICH IS INFLUENZA VIRUS COMMONLY DESIGNATED AS "SWINE FLU", WHICH CONTAINS IN ITS FORMULATION THE A/NEW JERSEY/76 (H SW INI) STRAIN AND/OR ANY DERIVATIVES THEREOF.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No. 4

Named Insured

Additional Premium $ | Return Premium $ | BI | PD

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

EXCESS OVERLAYER INDEMNITY POLICY

(NON-CONCURRENCY ENDORSEMENT)

WHEREAS, THE PERIOD OF THE PRIMARY AND/OR UNDERLYING POLICY OR POLICIES, INCLUDING RENEWALS OR REPLACEMENTS THEREOF, WITH RESPECT TO WHICH THIS POLICY APPLIES IN EXCESS IS OR MAY BE NON-CONCURRENT WITH THE PERIOD OF THIS POLICY.

NOW THEREFORE, IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IN THE EVENT OF REDUCTION OR EXHAUSTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED IN SUCH PRIMARY AND/OR UNDERLYING POLICY OR POLICIES SOLELY BY PAYMENT OF LOSSES IN RESPECT TO ACCIDENTS OR OCCURRENCES DURING THE PERIOD OF SUCH PRIMARY AND/OR UNDERLYING POLICY OR POLICIES, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY IN EXCESS OF THE REDUCED UNDERLYING LIMIT, OR IF SUCH LIMIT IS EXHAUSTED, SHALL APPLY AS UNDERLYING INSURANCE, NOTWITHSTANDING, ANYTHING TO THE CONTRARY IN THE TERMS AND CONDITIONS OF THIS POLICY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective   Policy No.   Endorsement No. 5

Named Insured

Additional Premium $ Return Premium $

	BI	PD
In Advance $		$
1st Anniv. $		$
2nd Anniv. $		$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

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CANCELLATION NOTICE AMENDED

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED WILL NOT BE CANCELLED, EXCEPT FOR THE NON-PAYMENT OF PREMIUM, OR CHANGED IN ANY WAY BY THE COMPANY WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE BEING SENT TO:

JOHNSON & JOHNSON
19 GREENBELT DRIVE
DAWN MILLS, ONTARIO, CANADA

IN THE EVENT OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM, THE STANDARD (10) DAYS NOTICE OF CANCELLATION WILL APPLY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective   Policy No.   Endorsement No. 6

Named Insured

Additional Premium $ Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________________
(Authorized Representative)

(90455-B) 12-73

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EXCLUSION OF USA COVERAGE

"IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO PERSONAL INJURY, OR PROPERTY DAMAGE OR ADVERTISING OFFENSE WHICH IS COVERED UNDER ANY POLICY DESIGNATED BELOW, INCLUDING ANY RENEWAL POLICY, OR WHICH WOULD HAVE BEEN COVERED UNDER SAID POLICY BUT FOR THE EXHAUSTION OF THE LIMIT OF LIABILITY PROVIDED THEREIN.

DESIGNATED POLICY	COVERAGE
01 XN 1209 WCA	EXCESS INDEMNITY

"IT IS ALSO AGREED THAT, FOR THE SOLE PURPOSE OF ARRIVING AT THE AGGREGATE LIMIT OF LIABILITY OF A PARTICULAR COVERAGE, THIS POLICY AND POLICY NO. 01 XN 1209 WCA, WILL BE DEEMED TO BE ONE POLICY WITH A SINGLE AGGREGATE LIMIT OF LIABILITY FOR SUCH COVERAGE".

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 7

Named Insured

Additional Premium $ Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

(90455-B) 12-73

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EXCESS OVERLAYER INDEMNITY POLICY

(NON-CONCURRENCY ENDORSEMENT)

Whereas, the period of the primary and/or underlying policy or policies, including renewals or replacements thereof, with respect to which this policy applies in excess is or may be non-concurrent with the period of this policy.

Now therefore, in consideration of the premium for which this policy is written, in the event of reduction or exhaustion of the aggregate limit or limits contained in such primary and/or underlying policy or policies solely by payment of losses in respect to accidents or occurrences during the period of such primary and/or underlying policy or policies, it is hereby understood and agreed that such insurance as is afforded by this policy shall apply in excess of the reduced underlying limit, or if such limit is exhausted, shall apply as underlying insurance, notwithstanding anything to the contrary in the terms and conditions of this policy.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

XN-13108

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EXCESS OVERLAYER INDEMNITY POLICY
(Definitions)

It is agreed that such insurance as is afforded by the policy for "EXCESS NET LOSS" applies only to personal injury, advertising offense or property damage caused by an occurrence as defined below:

1. "Personal injury" means bodily injury, shock, mental anguish, sickness or disease, including death at any time resulting therefrom; injury arising out of false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of the right of private occupancy, humiliation or racial or religious discrimination (unless committed by or at the direction of the insured, or unless insurance therefor is prohibited by law); and, except with respect to injury occurring in the course of the named insured's advertising activities, injury arising out of the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

2. "Advertising offense" means injury occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan (other than a patent).

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

4. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in personal injury, property damage or advertising offense which is neither expected nor intended from the standpoint of the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______________________
(Authorized Representative)

XN-13107

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EXCESS OVERLAYER INDEMNITY POLICY
(DEFENSE OF SUITS)

"IT IS AGREED THAT THE DEFINITION OF "EXCESS NET LOSS" IS REPLACED BY THE FOLLOWING DEFINITION:

"EXCESS NET LOSS" MEANS THAT PART OF THE TOTAL OF ALL SUMS WHICH THE INSURED BECOMES LEGALLY OBLIGATED TO PAY OR HAS PAID, AS DAMAGES ON ACCOUNT OF ANY ONE ACCIDENT OR OCCURRENCE, AND WHICH WOULD BE COVERED BY THE TERMS OF THE CONTROLLING UNDERLYING INSURANCE IF WRITTEN WITHOUT ANY LIMIT OF LIABILITY, LESS REALIZED RECOVERIES AND SALVAGES WHICH IS IN EXCESS OF ANY SELF-INSURED RETENTION AND THE TOTAL OF THE APPLICABLE LIMITS OF LIABILITY OF ALL POLICIES DESCRIBED IN SECTION 3. SCHEDULE OF UNDERLYING INSURANCE; WHETHER OR NOT SUCH POLICIES ARE IN FORCE.

"LOSS SHALL ALSO INCLUDE ANY COSTS OR EXPENSE INCURRED IN CONNECTION WITH THE DEFENSE OF A SUIT, AND INTEREST ON ANY JUDGMENT WHICH ACCRUES AFTER ENTRY OF JUDGMENT, BUT ONLY IF ALL OF THE FOLLOWING CONDITIONS ARE MET:

"1. SUCH COSTS OR EXPENSE ARE INCURRED BY THE INSURED WITH THE WRITTEN CONSENT OF AETNA CASUALTY; AND

"2. THE MAJORITY OF POLICIES OF UNDERLYING INSURANCE WITH THE EXCEPTION OF THE CONTROLLING UNDERLYING INSURANCE CONTAIN A SIMILAR DEFINITION OF "EXCESS NET LOSS".

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 1/1/77 Policy No. 985 XN 1210 WCA Endorsement No. 12

Named Insured JOHNSON & JOHNSON

Additional Premium $ Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

SPECIAL NO. 12

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ____________
(Authorized Representative)

(90455-B) 12-73

CAT. 439789
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In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.

Stephen B Middlebrook
Secretary

William O. Bailey
President

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

Ætna*
LIFE & CASUALTY

Insurance planned for your protection by

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