



HOME OFFICE • LOS ANGELES • CALIFORNIA

TRANSPORT INDEMNITY COMPANY

3670 WILSHIRE BOULEVARD
P. O. BOX 75338, SANFORD STATION
LOS ANGELES, CALIFORNIA 90005
AREA CODE 213 / 388-3331

July 19, 1968

American Smelting and Refining Company
El Paso Smelting Works
P.O.Box 1111
El Paso, Texas 79999

Re: Southwestern Transfer Company, Inc.
Policies Numbered #05891 & #05901 - Liability
Policy Numbered #02206 - Workman's Compensation

Gentlemen:

We are enclosing Certificate "B" on above captioned Liability policy, in combination with Certificate #52, Workmen's Compensation policy.

Per your request of July 12, 1968, we have issued described Certificate on your form, and we ask that you mark your records to delete and replace Certificate Number #200026, as well as Workmen's Compensation Certificate of Insurance Number #19.

Thank you for your cooperation.

Sincerely,

TRANSPORT INDEMNITY COMPANY

Dan Kocka
Dan Kocka,
Casualty Underwriting

DK/fb

cc: Southwestern Transfer Company - Mr. C.H. Dunlap
cc: Andy Planeta, Phoenix

Encls: Various

RECEIVED

JUL 22 1968

EL PASO SMELTING WORKS

PLAINTIFF'S EXHIBIT

ASA-1226

ASARCO ELP 0008566

Cert "B" - Deletes and replaces Certificate No. #200026 and W/C Cert. No. #19.
Cert. #52 - Workman's Compensation Certificate.

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 11/56

INSURANCE CERTIFICATE

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO

SOUTHWESTERN TRANSFER COMPANY, INC.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT

AT EL PASO SMELTING WORKS

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)* BODILY-INJURY PROPERTY-DAMAGE	05891 & 05901	UNTIL CANCELLED	EACH PERSON \$ 100,000.00 EACH ACCIDENT \$ 300,000.00	\$100,000 \$300,000
	05891, 05901	UNTIL CANG.	EACH ACCIDENT \$ 25,000.00	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY BODILY-INJURY PROPERTY-DAMAGE	05891 & 05901	UNTIL CANG.	EACH PERSON \$ 100,000.00 EACH ACCIDENT \$ 300,000.00	\$100,000 \$300,000
	05891 & 05901	UNTIL CANCELLED	EACH ACCIDENT \$ 25,000.00	\$ 25,000
AUTOMOBILE BODILY-INJURY PROPERTY-DAMAGE	05891 & 05901	UNTIL CANCELLED	EACH PERSON \$ 100,000.00 EACH ACCIDENT \$ 300,000.00	\$100,000 \$300,000
	05891, 05901	UNTIL CANCELLED	EACH ACCIDENT \$ 25,000.00	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	02206	MAY 20, 1971		COMPLY W APPLICAE STATE L.
	02206	MAY 20, 1971	EACH ACCIDENT \$ 25,000.00	\$ 25,000

DATE JULY 19, 1968

TRANSPORT INDEMNITY COMPANY

INSURANCE COMPANY

LOS ANGELES, CALIFORNIA

CITY

STATE

AUTHORIZED REPRESENTATIVE

*The Contractor shall save harmless and indemnify the Owner from and against any expense, loss or damage on account of an claim, demand or suit made by any person whomsoever, including any employee of the Owner, which is in any way caused by connected with, or grows out of the execution and performance of this contract by the Contractor or any Subcontractor; provided, however, that the Contractor shall not be required to indemnify the Owner against any loss caused solely by negligence or willful fault of the Owner or its employees. The Contractor accepts all risk of injury or damage and all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging, blocking, scaffolding, or other like or unlike equipment used by the Contractor or any Subcontractor, even though such equipment is furnished or loaned to the Contractor or any such Subcontractor by the Owner, and shall indemnify the Owner against all such claims.

ASARCO ELP 0008567