printed 04/20/2010 1:14PM by epa4267 p. 1/354 L 170000125157 1198010003 CHEMETCO INC 19C 04/28/2008
1,517,510 L012982 B:78476 F:50497 I:00000007 4:13PM 11/05/2009 EPA4247 11/05/2009

08-37502

1198010003
Chemetco
SF/Heck

DELPHI

April 25, 2008

Via Federal Express

Erin J. Rednour, Remedial Project Manager
Illinois Environmental Protection Agency
Bureau of Land
Division of Remediation Management
Mailcode 24
P.O. Box 19276
Springfield, Illinois 62794-9276

Techlaw
Attn: Ann Anderson
205 West Wacker Drive
Suite 1622
Chicago, Illinois 60606

SUBJECT: Chemetco Site

Dear Ms. Rednour and Ms. Anderson:

Enclosed is Delphi Automotive Systems LLC's initial response to the February 22, 2008 Illinois EPA Information Request concerning the Chemetco Site.

Delphi is continuing its internal investigation and document review and will supplement its response upon completion.

Sincerely,

Meg Briarton

Meg Briarton
Legal Assistant
Environmental & Energy Section
248.813.1473 *phone*
248.813.1477 *fax*
meg.i.briarton@delphi.com

FILE COPY

RECEIVED
APR 28 2008
IEPA-BOL-FSRS

enclosure

cc Mark A. Hester, Esq.

RELEASABLE
FEB 24 2009
REVIEWER CT

Attachment B
Questions

1. Identify the person(s) answering this Information Request on behalf of the Respondent.

   Delphi Automotive Systems LLC

2. Identify all person(s) consulted in the preparation of the answers to these questions.

   Mike Ahalt
   Rebecca Baker
   Larry Banion (retired)
   Michael Bauman
   Dale Beal
   Kathryn Bellis
   Jeff Blankenberger
   Pier Bollini
   Thomas Bruner (retired)
   Ken Cantrell
   Steve Cecutti
   Steven Chapman
   Dan Coltoniak
   Kevin Cope
   Martin Cristo
   Phillip Curnutt
   Steve Dawe
   Tom Derksen
   Louis Dietz
   Mike Dunn
   Richard Eisenman
   Marc Eglin
   Bobbie Elam
   Gail Finkelstein
   Bruce Foland
   Larry Gay
   Dennis Grady (retired)
   Norm Gray
   James Guerra
   Matt Hall
   Lloyd High
   Richard Hubler (retired)

printed 04/20/2010 1:14PM by epa4267 p. 3/354

Chester Johnson (retired)
Mason Jackson
Robert J. Johnson
Phyllis Kinsey
Roy Knapp
Fred Koehler
Tina Koshock
David Kovacs
Patricia Kulczyk
Gregory Kulka
Mark Ladd
G. Brent Lange
Don LaRochelle (retired)
Todd Lewis
Harrold Libra
Paul Luchtefeld (retired)
John Magary
John Maher
Rosario Martinez (former employee)
Greg McKelvey
Frederick Mente (retired)
Nancy Mills
Robert Monrean
Patrick Murtagh
Frank Nance
Clifford Nunn
Brent Pittenger
Robert Prueter
Alton Putney
Charlotte Roulhac (retired)
James Salois (former employee)
Eric Sandford (former employee)
Tina Smith
Candice Smyer
Joseph Staeuble
William Telgen
Corey Trollo
Donna Vogel

Ted Waggoner
Tom Walters
Eric Wang
Joseph Waple (retired)
Ken Ware
Jeff Waters
Dan Welch (retired)
William Willard
Dale Youngs
Richard Zwolak (retired)

3. Identify the parent corporation and all subsidiaries of the Respondent.

Respondent is Delphi Automotive Systems LLC, a subsidiary of Delphi Corporation (parent). Delphi Corporation has numerous subsidiaries around the world, but Delphi Automotive Systems LLC is the only subsidiary relevant to this request. Hereinafter in this document, Respondent will be referred to as "Delphi."

4. Identify all documents consulted, examined, or referred to in the preparation of the answers to these questions, and provide copies of all such documents.

Copies are being provided of all responsive documents.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question or who may be able to provide additional responsive documents, identify such persons. Provide the current or most recent known address and telephone number of each individual identified.

Delphi's interview process and document review is ongoing. Delphi will provide all responsive information upon completion of its internal investigation.

6. Describe your company's business activities which resulted in sending material to the Chemetco Site.

Delphi Electrical/Electronic Architecture division (formerly known as the "Packard" division, and hereinafter referred to as "Delphi Packard" in this response) operates plants in Warren, Ohio and Clinton, Mississippi that stamp copper-alloy strip material, as well as other processes involving metallic materials that result in scrap metals being generated. Chemetco was one of several businesses known to bid and accept scrap materials of this type and to whom these materials were sent.

7. Identify all persons having knowledge or information about the generation, transportation to, treatment, disposal, or other handling of hazardous substances (including materials containing lead, cadmium, boron, copper, iron, manganese, mercury, nickel, selenium, sulfate, zinc or other heavy metals), by you, your contractors, subcontractors or by prior owners and/operators which relates or may relate to the Chemetco Site, including but not limited to persons who arranged for disposal of or transported hazardous substances to the Chemetco Site.

Martin Cristo **- Environmental, Health and Safety Manager, Delphi Packard Electronics and Electrical Architecture – employed 1984 - present**

John Martin **- Supervisor EH&S, Ohio Operations, Delphi Packard Electronics and Electrical Architecture, employed 1993 - present**

Michelle Dillon **- EH&S Engineer, Clinton, MS Operations, Delphi Packard Electronics and Electrical Architecture, employed 1993 - present**

Terry Moyer **- EH&S Engineer, Ohio Operations, Delphi Packard Electronics and Electrical Architecture, employed 1977 - present**

Rebecca Baker **- Divisional EH&S Engineer, Delphi Packard Electronics and Electrical Architecture, employed 2001 - present**

Robert Monrean **- Supervisor, Byproducts, Delphi Packard Electronics and Electrical Architecture, employed to present**

Christopher Adams **- retired, Divisional Environmental Engineer, employed 1973 - 2007**

Dominic Imburgia **- former EH&S Supervisor, Ohio Operations, Delphi Packard Electronics and Electrical Architecture, employed 1989 - 2007**

John Davis **- former employee, Clinton, MS Operations, Delphi Packard Electronics and Electrical Architecture, employed - 2004**

8. Describe your policies and procedures for the handling, treatment, storage and/or disposal of hazardous substances encountered in the course of your activities at the Site. Provide copies of records relating to this policy as well as to its implementation.

Delphi did not have any activities at the Site as Delphi was not the owner or operator of the Site.

9. Identify all individuals who currently have, or who previously had, responsibility for your company's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes, scrap materials and/or recyclable materials). For each, indicate the dates of the individual's employment and the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would possess.

See Response to Question (7).

To Delphi's knowledge, the following individuals had responsibility and/or involvement with disposal, treatment, storage, recycling, or sale of the Delphi materials relevant to this Information Request:

Global Supply Management
Larry Banion (retired)
Thomas Bruner (retired)
Kevin Cope
James Salois (former employee)
Eric Sandford (former employee)

10. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. 9627, sent to the Chemetco Site.

The materials sent to Chemetco were managed by recycling, not classified as <u>solid waste</u>, and therefore are out of the scope of RCRA Subtitle C regulation. These materials were not materials used in a manner constituting disposal or used to produce products that are applied to the land; materials burned as a fuel or for energy recovery; being speculatively accumulated; nor were they inherently waste-like materials. Also, the materials were not classified as hazardous substances under CERCLA regulations.

11. Was any material shipment of material sent to the Chemetco Site ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

Not to Delphi's knowledge.

12. Was any material shipment sent to the Chemetco Site ever subject of a change in payment terms because of increase of handling costs or any problem with the material sent to the Site? If so, describe this event in detail, including its cause and outcome.

Not to Delphi's knowledge.

13. Provide copies of the Material Data Safety Sheets for any materials disposed of or shipped to or stored at the Chemetco Site.

Attached are the MSDS for the wire drawing lubricants that were contained in the copper sludge sent to Chemetco.

See *Attachment A* - MSDS for Priamus X7.

See *Attachment B* - MSDS for Priamus X10.

14. Have you ever received a formal Information Request [similar to this one] from local, state or federal government concerning the recycling of materials at other scrap yards? Provide a copy of the Request and your response.

Delphi does not believe it has ever received an information request of this kind.

15. Specify whether your company was ever the subject of legal action by any party, including the government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.

Delphi does not believe it has ever been the subject of such legal action.

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

See *Attachment C*.

17. List all USEPA, RCRA and State of Illinois Identification Number(s) of your company.

Delphi has operated dozens of facilities in the U.S. and so has numerous waste identification numbers. Delphi's internal investigation indicates facilities that sent scrap **to the Site include Delphi Packard in Clinton, Mississippi and Warren, Ohio:**

- **Delphi Packard Electronics and Electrical Architecture, North River Road Facility, Warren, OH USEPA ID# OHD000817346.**

- **Delphi Packard Electronics and Electrical Architecture, Clinton, MS USEPA ID# MSD065462517.**

18. Identify all transactions or agreements for disposal in which your company disposed of, arranged for the disposal or treatment of, transported, or arranged for the transportation of any material or item, scrap materials, waste materials to the Site (including but not limited to drosses, slags, sludges, powders, or combustible materials). In addition:

(a) Identify whether the materials were sent pursuant to a contractual arrangement and, if so, describe the terms of that arrangement.

Some scrap metals were sold to Chemetco, while others were conveyed under a tolling agreement. Delphi will provide such transactional documents and volumetric information upon completion of its document review.

See *Attachment D - General Tolls Materials Agreement* between Delphi Automotive Systems and Chemetco dated 1/1/00.

See *Attachment E - General Terms and Conditions* for Delphi suppliers; revised 6/24/99.

Delphi's internal investigation also indicates that Delphi's Lockport, New York facility sold scrap to Chemetco locations in Cleveland, Ohio and Harvey, Illinois. However, Delphi does not have information linking any Lockport shipments to Chemetco's Hartford, Illinois location.

(b) Identify whether the materials were delivered directly to the Chemetco site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.

Scrap metals from Delphi Packard's Clinton, Mississippi operations were typically sent to Delphi Packard's North River Road, Warren, Ohio Operations for consolidation with Warren materials into full truckload shipments to save transportation costs. To the best of our knowledge these materials were then delivered directly to the Chemetco Site.

(c) Identify the persons involved in sending such material to the Site.

Robert Monrean, Supervisor, Byproducts, Delphi Packard Ohio Operations.

(d) State the dates on which each such persons may have transported or delivered for

printed 04/20/2010 1:14PM by epa4267 p. 9/354

transport such material.

This information is still being compiled. Delphi will provide all responsive information upon completion of its internal investigation.

(e) Describe the source of or the process that produced the materials.

The scrap metal was generated from Delphi Packard's electrical terminal stamping processes. The copper sludge was generated from the filtering of wire drawing compound to remove fine pieces of copper that accumulate in the lubricant. Eutectic solder was generated from the soldering of electrical connections. Olin Brass was the primary supplier of copper alloy strip material, but there were also many other suppliers to Delphi.

(f) Describe the materials or items, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.

- ***Scrap metals* – solid pieces of steel, brass, bronze, and copper. Some of these materials were plated with silver, nickel or gold;**
- ***Copper sludge* – fine pieces of copper with a lubricant residue;**
- ***Eutectic solder* – large pieces of tin/lead solder and drosses.**

(g) Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.

The materials were not regulated as hazardous substances.

(h) State whether any of the material was ever tested by your company and if so, whether the hazardous substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. 261, Subpart C.

The wastes were exempt from regulation as scrap metal.

(i) Describe what was done to materials once they were brought to the Chemetco Site, including any further processing of the materials.

It is Delphi's understanding that a smelter was used to heat and refine scrap material in order to separate or otherwise obtain more refined and usable

metals.

(j) Describe as precisely as possible any and all of the locations at which each hazardous material involved in such transactions actually was disposed or treated.

To the best of Delphi's knowledge, all material was treated at Chemetco's Hartford, Illinois location.

(k) Describe any measures taken by the Respondent prior to or during each arrangement to determine the compliance history of the Site where the treatment of disposal would actually take place.

Delphi does not have any information responsive to this question.

19. Describe in general detail the types of material that your company arranged for the transportation of or transported for recycling at Chemetco. In your response, please provide answers to the following questions:

(a) Give the generic name of each type of materials shipped to Chemetco (e.g., scrap metal, batteries, scrap paper, scrap plastic, scrap textile (scrap material), scrap electronic equipment, etc.).

Misc. Copper Brass & Steel
Silicon Bronze select gold plated
Gold Plated Pin Terminal In Connector
Eutectic Solder
Nickel plated Brass w/ Gold
Silver Plated Brass
Silver Plated Nickel Copper
Silver Plated Bronze
Gold Plated Pin Term Conn.
Eutectic Solder
Gold Plated Bronze
Nickel Plated Brass/ Gold
Silver Plated Brass
Brass Contaminated with other metals
CDA 654 Silicon Bronze Select Gold Plating
Copper Residue Sludge
Copper Filter Paper

(b) Specify the quantity (volume and weight) of materials your company sent to Chemetco for recycling on a year by year basis.

Delphi's interview process and document review is ongoing. Delphi will provide all responsive information upon completion of its internal investigation.

20. Provide any additional information and all documents that you believe relate to the type, nature and characteristics of the materials your company sent to the Chemetco Site.

Delphi will provide any and all additional information in a supplemental response upon completion of its internal investigation.

Questions and Requests for Documents Related to Scrap Metal

21. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

(a) List the years in which your company sent scrap metal to Chemetco and/or broker for recycling. In this list state the type and approximate quantity, volume and weight of scrap metal sent for each year.

Delphi has located some documentation for transactions with Chemetco and will provide all such information upon completion of its internal investigation.

(b) Did a market exist for the scrap metal listed in your response to 21 (a) above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).

A market existed for all types of scrap copper and copper alloys, scrap lead solder, and precious metal-plated materials with many potential buyers, sellers, processors, and end-users.

(c) What commercial specification grade did the scrap metal listed in your response to question 21(a) meet? Identify/list the commercial specification grades that each scrap metal identified in 21 (a) met.

Various tinned brasses and other specific alloys containing copper, tin, and zinc.

(d) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question 21 (a)? Did this include burning as fuel, or for energy recovery, or incineration?

Metals were processed into their separate alloys in order to maximize their value in the secondary metals market.

(e) After sale, transfer, delivery, or disposal, what portion of the scrap metal listed in your response to question 21 (a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.

For the material that was sent to Chemetco as <u>bailment</u>, one hundred percent (100%) pound for pound. However, it was not exactly the same metal because what was shipped to Chemetco was an alloy (a mixture of tin, copper, zinc, etc.) and what was returned was 100% #1 grade copper scrap. Also there was a processing fee that would account for the difference in relative values of the metals and the cost of processing.

For the materials <u>sold</u> to Chemetco, these materials had significant market value once they were reprocessed and undoubtedly would have been used as raw materials in some purchaser's manufacturing process.

(f) Could the scrap metal listed in your response to question 21 (a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.

In most cases, yes - depending on the specifications of the end product required. Once the material was reprocessed, valuable usable metals would be separated out and could be recombined into alloys that could be used in metals manufacturing processes.

(g) Could any products made from the scrap metal listed in your response to question 21 (a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

In most cases, yes - depending on the specifications of the end product required.

(h) Did your company melt the scrap metal listed in your response to question 21 (a) before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal. In addition, explain whether Chemetco ever received for processing "dross" or "skimmings" or "sludges" at the Site.

To Delphi's knowledge, no. Delphi Packard did not melt any scrap metal. Delphi did send copper sludge from wire drawing processes and lead solder dross from soldering operations to Chemetco.

(i) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?

Delphi participated in two types of transactions with Chemetco: (1) the sale of scrap materials, which was done on an outright basis, and (2) those where scrap materials were sent to Chemetco subject to a written tolling agreement.

(j) Describe the source of or the process that produced the materials.

At Delphi Packard, the process that creates the scrap material is high-speed metal stamping. Metal strip stock of various alloys on reels is fed through a terminal press to stamp metal electrical terminals. As the metal strip passes over dies, it is cut and formed into the terminal. Small pieces or chips of metal, called "offal," are removed from the strip during this process. Because these metals have value, the offal is collected in bins and sold to metals reprocessors, such as Chemetco.

The copper sludge is generated in Delphi Packard's wire extrusion process. Delphi Packard purchases 5/16" copper rod and extrudes it through dies into smaller diameter wire. The dies require lubrication. As the rod passes through the dies, fine particles of copper accumulate in the lubricant. Since the lubricant is re-circulated, the copper particles are filtered out to extend the lubricant's life. This generates a copper sludge, which has value due to the high concentration of copper. This material is sold to reprocessors who recover the copper for use.

Scrap eutectic solder was generated in Delphi Packard's dip soldering operations. When assembling a terminal onto the end of a wire, solder was used to provide strength to the electrical connection. The ends of the wire and terminal are dipped into molten solder and then allowed to harden. As

the solder pots were used, the solder would get dirty and drosses would form, so the solder baths were periodically skimmed and sometimes emptied. Since waste solder had a high concentration of tin and lead (metals that have value), the skimmings and pot dumpings were collected in bins and sold to reprocessors for reclamation.

22. Did any of the scrap material sent to Chemetco contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

A very slight residue of processing oil used in the stamping process would be present on the offal and wire drawing lubricant would be present in the copper sludge.

23. Did any of the material sent to Chemetco contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at Chemetco, after being received at the Site, or was the wire not stripped?

To Delphi's knowledge, it was only flat strip stock offal or scrap terminals - not any wire.

24. Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

The scrap offal materials were likely in metal baskets with a foot print of approximately 3' x 3' that would be returned to Delphi Packard and reused. The copper sludge was transported in 55-gallon metal drums.

25. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question 21(a).

As the scrap metals sent and sold to Chemetco were of such a nature that they had significant value when reprocessed, it was expected that the company would reprocess them at a profit.

26. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or local environmental regulations or standards, and any amendments, with respect to scrap metal?

Delphi contractually requires its suppliers (including suppliers of services) to operate in compliance with all applicable laws and regulations including those relating to environmental compliance.

See *Attachment E - General Terms and Conditions* for Delphi suppliers; revised 6/24/99.

27. Describe the efforts your company undertook with respect to the management and handling of the scrap metal listed in your response to question 21(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

Delphi Packard did not send EPA-regulated hazardous substances to the site. Delphi Packard utilized packaging and transportation processes appropriate for the materials transferred to the Chemetco Site, in accordance with standard industry practices.

28. Provide all information in your possession that shows that your company was in compliance with applicable Federal, State, and local environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap metal listed in your response to question 21(a).

The materials sent to Chemetco were managed by recycling, were not classified as <u>solid waste</u>, and therefore are out of the scope of RCRA Subtitle C regulation. These materials were not materials used in a manner constituting disposal or used to produce products that are applied to the land; materials burned as a fuel or for energy recovery; being speculatively accumulated; nor were they inherently waste-like materials.

<u>Questions and Request for Documents Related to Batteries</u>

Not applicable.

29. For the following questions which relate to transactions involving batteries (lead-acid batteries, nickel-cadmium batteries, reject batteries, lithium, and other spent batteries), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

    (a) Provide an estimate of all shipments of whole batteries sent to the Site on an annual basis. In this list, provide an approximation of number of batteries, type of battery (e.g., lead-acid, nickel-cadmium, lithium, reject, or other) and quantity sent.

printed 04/20/2010 1:14PM by epa4267 p. 16/354

(b) What commercial specification grade did the batteries listed in your response to question 29(a) meet? Identify/list the commercial specification grades that each type of battery identified in question 29(a) met.

(c) Did a market exist for the batteries listed in your response to question 29(a)? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).

(d) At the time of the transaction, what was the intended disposition of the batteries listed in your response to question 29(a)?

(e) What portion of the batteries listed in your response to question 29(a) were to be made available for use as a feedstock for manufacturing new saleable products? Explain how the portion identified in this answer was derived or calculated.

(f) Could the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.

(g) Could any products to be made from the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

(h) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date.

(i) What, if any, components of the whole batteries listed in your response to question 29(a) were removed before transport to the Site? Describe what was removed, and where such removal occurred. Include in your description any attempt to remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.

(j) Were the components of the whole batteries removed once delivered to the Chemetco Site? Describe the method used to recover the components. Include in your description any attempt to remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.

(k) Describe the source of or the process that produced the materials.

30. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the batteries identified in your response to question 29(a).

31. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to batteries?

32. Describe the efforts your company undertook with respect to the management and handling of the batteries listed in your response to question 29(a), including the extent to which you complied with customary industry practices current at the time of the transaction, designed to minimize contamination of the Site and/or releases of hazardous substances at the Chemetco Site.

33. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of batteries listed in your response to question 29(a).

34. For the following questions which relate to transactions involving scrap paper, plastic, glass, textiles or rubber (scrap material), provide requested information, and also provide copies of any documents that contain any information that is related to the response:

    (a) Provide an estimate of all shipments of scrap paper, plastic, glass, textile or rubber your company sent to Chemetco on an annual basis. In this list, include the type and an estimate of the quantity, volume and weight of scrap material sent to the Site each year.

    (b) What commercial specification grade did the scrap material listed in your response to question 36(a) meet? List/identify the commercial specification grades that each scrap material identified in 36(a) met.

    (c) Did a market exist for the scrap materials listed in your response to question 34(a) above? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).

    (d) At the time of the transaction(s), what was the intended disposition of the scrap material listed in your response to question 34(a)? Did the intended disposition include burning as a fuel, or for energy recovery or incineration?

printed 04/20/2010 1:14PM by epa4267 p. 18/354

(e) After sale, transfer, delivery, or disposal, what portion of the scrap material listed in your response to question 36(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.

(f) Could the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.

(g) Could any products to be made from the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

(h) Describe the source of or the process that produced the materials.

35. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap material identified in your response to question 34(a).

36. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to scrap material?

37. Describe the efforts of your company undertook with respect to the management and handling of the scrap material listed in your response to question 34(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

38. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap material listed in your response to question 34(a).

<u>Questions and Request for Documents Related to Electrical and Electronic Equipment</u>

Not applicable.

39. For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

printed 04/20/2010 1:14PM by epa4267 p. 19/354

(a) List an estimated number of shipments of electrical and electronic equipment your company sent to Chemetco on an annual basis. In this list, include the following:

i. the type and quantity, volume and weight of electrical and electronic equipment sent;

ii. the amount paid or collected in connection with the transaction for each category of electrical and electronic equipment and the method of payment.

(b) At the time of the transaction(s), what was the intended deposition of the electrical and electronic equipment listed in your response to question 39(a)? Did the intended disposition include burning as fuel or for energy recovery or incineration

(c) Describe the source of or the process that produced the materials.

40. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the electrical and electronic equipment identified in your response to question 39(a).

41. What steps (e.g., internal procedures, federal, state and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, state or Local environmental regulations or standards, and any amendments with respect to electrical and electronic equipment?

42. Describe the efforts your company undertook with respect to the management and handling of the electrical and electronic equipment listed in your response to question 39(a), including the extent to which your company complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

43. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of the electrical and electronic equipment listed in your response to question 39(a).

MATERIAL SAFETY DATA SHEET

KOOLEX INTERNATIONAL

Prepared to U.S. OSHA, CMA, ANSI and Canadian WHMIS, and European Economic Community Standards

PART I *What is the material and what do I need to know in an emergency*

1. PRODUCT IDENTIFICATION

TRADE NAME (AS LABELED):	**PRIAMUS X7**
CHEMICAL NAME/CLASS:	Mineral Oil Mixture
USES:	Emulsifiable concentrate for metalworking.
MANUFACTURER'S NAME:	Kuwait Petroleum (GB) Ltd. - Lubricants Division
ADDRESS:	Knowsthorpe Gate Cross Green Industrial Estate Leeds, England LS9 0NP
EMERGENCY PHONE:	+ 44 113 2350 555
BUSINESS PHONE:	+ 44 113 2350 555
EMAIL:	techdesk@kpgb.q8.co.uk
FACSIMILE:	+ 44 1784 419066
U.S. DISTRIBUTOR'S NAME:	KOOLEX, INTERNATIONAL, INC.
ADDRESS:	820 FESSLERS PARKWAY NASHVILLE, TN 37210
U.S. EMERGENCY PHONE:	CHEMTREC: 1-800-424-9300 CHEMTREC INTERNATIONAL: 1-703-527-3887
U.S. BUSINESS PHONE:	1-216-891-3330
FAX:	1-216-891-3322
DATE OF PREPARATION:	January 6, 1997
DATE OF REVISION:	June 9, 2002

2. COMPOSITION and INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS #	EINECS #	% w/w	EXPOSURE LIMITS IN AIR					
				ACGIH-TLV		OSHA-PEL		NIOSH IDLH	OTHER
				TWA mg/m³	STEL mg/m³	TWA mg/m³	STEL mg/m³	mg/m³	mg/m³
Glycol Ether Compound	Proprietary		<5	NE	NE	NE	NE	NE	DFG MAK: TWA = 100 PEAK = 1xMAK 15 minute average value DFG MAK Pregnancy Risk Classification: C
Potassium Hydroxide (Mostly neutralized in product to form potassium soaps with fatty acids)	1310-58-3	211-748-3	<5	NE	2 (ceiling)	2 (Vacated 1989 PEL)	NE	NE	NIOSH REL: TWA = 2
Sodium Sulphonates	Proprietary		<5	NE	NE	NE	NE	NE	NE
Tall Oil Fatty Acids	Proprietary		<5	NE	NE	NE	NE	NE	NE
Fatty Acid Esters	Proprietary	Unlisted	8	NE	NE	NE	NE	NE	NE
Oleic Acid Ethoxylate	Proprietary	Unlisted	5-15	NE	NE	NE	NE	NE	NE
Blown Fatty Oils	Proprietary		15-20	NE	NE	NE	NE	NE	NE
Highly Refined Mineral Oil Exposure limits are for Oil, Mist Mineral	Proprietary		>50	5	10 (NIC-0.2 [inhalable fraction])	5 (based on CAS # 8012-95-1)	NE	2500	NIOSH REL: (Based on CAS # 8012-95-1) TWA = 5 STEL = 10 Carcinogenicity: NIC = TVL-A2

NE = Not Established. NIC = Notice of Intended Change See Section 16 for Definitions of Terms Used.

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-1998 format. This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR, and EC Directives.

printed 04/20/2010 1:14PM by epa4267 p. 21/354

2. COMPOSITION and INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS #	EINECS #	% w/	EXPOSURE LIMITS IN AIR					
				ACGIH-TLV		OSHA-PEL		NIOSH	OTHER
				TWA mg/m³	STEL mg/m³	TWA mg/m³	STEL mg/m³	IDLH mg/m³	mg/m³
Other components each present in less than 1 percent concentration (0.1% concentration for potential carcinogens, reproductive toxins, respiratory tract sensitizers, and mutagens).			Balance	None of the other components contribute significant additional hazards at the concentrations present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalent Standards; Canadian Workplace Hazardous materials Identification System Standards (CPR 4); and the applicable Council Directives of the European Community.					

NE = Not Established See Section 16 for Definitions of Terms Used

NOTE (1): ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-1998 format. This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR. In addition, all EC required information is included in the MSDS.

3. HAZARD IDENTIFICATION

ENERGENCY OVERVIEW: This is a clear, oily, brown liquid with a weak petroleum odor. **Health Hazards:** The chief health hazard associated with this product would be the irritation of the eyes, skin, nose, and other tissues which come in contact with the vapors, liquid, or mists generated from this product. **Flammability Hazards:** This product presents a slight flammability hazard, if exposed to high temperatures. The thermal decomposition of this product produces irritating vapors and toxic gases (e.g., carbon monoxide and carbon dioxide). **Reactivity Hazards:** Negligible. **Environmental Hazards:** This product may be harmful to contaminated terrestrial and aquatic life. **Emergency Recommendations:** Emergency responders must wear proper personal protective equipment.

SYMPTOMS OF OVER-EXPOSURE BY ROUTE OF EXPOSURE: The chief symptoms associated with over-exposure to this product in occupational use situations are described in the following sections.

INHALATION: Breathing vapors, mists, or aerosols from this product can lead to irritation of nose, throat, or respiratory system. Symptoms of such exposure could include coughing and sneezing. Chronic inhalation of mists can lead to the development of lung conditions, which produce symptoms such as shortness of breath and coughing.

CONTACT WITH SKIN or EYES: Contact with the solution can lead to eye irritation. Direct eye contact with the liquid can cause stinging, tearing, and redness. Skin contact with this product may be irritating. Symptoms of such over-exposure can include redness and itching. The Tall Oil Fatty Acids component of this product, is a possible skin sensitizer. Susceptible individuals may suffer allergic reaction with symptoms such as itching, rashes, and dermatitis.

SKIN ABSORPTION: Skin absorption is a potential route of exposure for the Glycol Ether Compound component of this product. Symptoms of such over-exposure will include symptoms described for "Contact with Skin and Eyes".

INGESTION: Though not anticipated to be a significant route of occupational exposure, ingestion of this product (especially in large volumes) can irritate the tissues of the mouth, esophagus, and other tissues of the digestive system. Symptoms of such over-exposure can include vomiting, diarrhea, and nausea. Aspiration of the liquid is possible and can result in lung damage.

INJECTION: Though not anticipated to be a significant route of occupational exposure, injection of this material would lead to pain, irritation, and swelling at the site of injection.

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM

HEALTH HAZARD	(BLUE)	2
FLAMMABILITY HAZARD	(RED)	1
PHYSICAL HAZARD	(ORANGE)	0

PROTECTIVE EQUIPMENT

EYES	RESPIRATORY	HANDS	BODY
	SEE SECTION 8		SEE SECTION 8

For Routine Industrial Use and Handling Applications

See Section 16 for Definition of Ratings

HEALTH EFFECTS OR RISKS FROM EXPOSURE: An Explanation in Lay Terms.

ACUTE: The most likely symptom of acute over-exposure would be irritation of contaminated skin, or eye irritation after contact with liquid or vapors of this product.

CHRONIC: Chronic inhalation of mists can lead to the development of lung conditions, which produce symptoms such as shortness of breath and coughing. Prolonged or repeated contact with the skin can lead to redness and irritation. Susceptible individuals may experience sensitization of the skin and allergic skin reaction.

TARGET ORGANS: ACUTE: Skin, eyes, respiratory system. **CHRONIC:** Skin, respiratory system.

printed 04/20/2010 1:14PM by epa4267 p. 22/354

PART II *What should I do if a hazardous situation occurs?*

4. FIRST-AID MEASURES

Victims of chemical exposure must be taken for medical attention. Rescuers should be taken for medical attention if necessary. Take copy of label and MSDS to physician or health professional with victim.

SKIN EXPOSURE: If spilled on skin, begin decontamination with copious amounts of running water. Remove exposed or contaminated clothing, taking care not to contaminate eyes.

EYE EXPOSURE: If the product is splashed in eyes, open victim's eyes while under gently running water. Use sufficient force to open eyelids. Have the contaminated individual "roll" eyes. The recommended minimum flushing time is 15 minutes.

INHALATION: If mists of this product are inhaled, remove victim to fresh air.

INGESTION: If this product is swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER FOR MOST CURRENT INFORMATION. DO NOT INDUCE VOMITING, unless directed by medical personnel. If conscious, have victim rinse mouth with water. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or unable to swallow. If vomiting occurs, lean patient forward or place on left side (head-down position, if possible) to maintain an open airway and prevent aspiration.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing skin conditions and respiratory disorders may be aggravated by overexposure to this product.

RECOMMENDATIONS TO PHYSICIANS: In a case of chronic mineral oil pneumonia (caused by laxative administration), treatment with scheduled induced coughing spells & expectoration can improve patient prognosis.

5. FIRE-FIGHTING MEASURES

FLASH POINT (COC): Approximately > 150°C (> 302°F)

AUTOIGNITION TEMPERATURE, °C: Not available.

FLAMMABLE LIMITS (in air by volume, %):

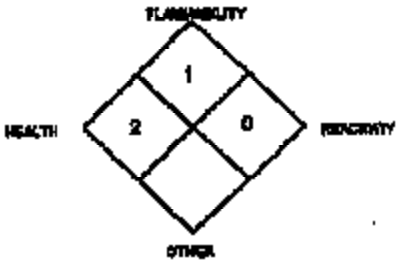
Lower (LEL): Not determined.

Upper (UEL): Not determined.

FIRE EXTINGUISHING MATERIALS:

Water Spray: YES (for cooling)
Foam: YES
Halon: YES
Carbon Dioxide: YES
Dry Chemical: YES
Other: Any "B" Class.

NFPA RATING



See Section 16 for Definition of Ratings

UNUSUAL FIRE AND EXPLOSION HAZARDS: This product poses a slight fire hazard at elevated temperatures. When involved in a fire, this material may decompose and produce irritating fumes and toxic gases (carbon monoxide, carbon dioxide). Due to components that may cause sensitization by skin contact, this product poses a moderate contact hazard to fire-fighters.

Explosion Sensitivity to Mechanical Impact: Not sensitive.

Explosion Sensitivity to Static Discharge: Not sensitive.

SPECIAL FIRE-FIGHTING PROCEDURES: Incipient fire responders should wear eye protection. Structural fire fighters must wear Self-Contained Breathing Apparatus and full protective equipment. Do not allow run-off water to enter public drainage system or open water courses.

6. ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: Small releases can be cleaned-up using a standard absorbent (i.e., polypads). Responders should wear gloves, goggles, and suitable body protection during the clean-up of small spills. Larger, uncontrolled releases should be responded to by trained personnel using pre-planned procedures. In case of a large spill, clear the affected area and protect people. Identify all sources of ignition before clean-up procedures begin. Minimum Personal Protective Equipment should be Level C: triple-gloves (rubber gloves and nitrile gloves, over latex gloves), chemically resistant suit and boots, hard-hat, and Air-Purifying respirator with organic vapor cartridge). Self-Contained Breathing Apparatus must be selected if releases which occur in confined or poorly-ventilated areas, or in situations in which the level of oxygen is below 19.5%. Absorb spilled liquid with polypads or other suitable absorbent materials. Rinse area with soap and water solution, followed by a water rinse. Decontaminate the area thoroughly. Place all spill residue in a double plastic bag and seal. Dispose of in accordance with applicable U.S. Federal, State, or local procedures, or appropriate standards of Canada or EC Member States (see Section 13, Disposal Considerations).

PART III *How can I prevent hazardous situations from occurring*

7. HANDLING and STORAGE

WORK AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash thoroughly after handling this product. Do not eat, drink, smoke, or apply cosmetics while handling this product. Avoid breathing vapors or mists generated by this product. Use in a well-ventilated location. Remove contaminated clothing immediately.

printed 04/20/2010 1:14PM by epa4267 p. 23/354

7. HANDLING and STORAGE (Continued)

STORAGE AND HANDLING PRACTICES: All employees who handle this material should be trained to handle it safely. Open containers slowly on a stable surface. Containers of this product must be properly labeled. Empty containers may contain residual amounts of this product; therefore, empty containers should be handled with care. Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Store away from incompatible materials (see Section 10, Stability and Reactivity). Material should be stored in secondary containers or in a diked area, as appropriate. Keep container tightly closed when not in use. Inspect all incoming containers before storage to ensure containers are properly labeled and not damaged.

PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT (Specific to Processing Operations): Follow practices indicated in Section 6 (Accidental Release Measures). Make certain application equipment is locked and tagged-out safely. Collect all rinsates and dispose of according to applicable U.S. Federal, State, or local procedures and appropriate Canadian standards, or those of EC Member States.

8. EXPOSURE CONTROLS - PERSONAL PROTECTION

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation. For processing operations, employees should use a mechanical fan or vent area to outside. Eye wash station/safety showers should be near locations where this product is used or stored.

INTERNATIONAL OCCUPATIONAL EXPOSURE LIMITS: In addition to the exposure limit values cited in Section 2 (Composition and information on ingredients), other exposure limits have been established by various countries for the components of this mixture, as provided below (no listing for a component indicates no values are available):

POTASSIUM HYDROXIDE:
Australia: TWA = 2 mg/m^3, JAN 1993
Austria: MAK = 2 mg/m^3, JAN 1999
Belgium: STEL = 2 mg/m^3, JAN 1993
Denmark: TWA = 2 mg/m^3, JAN 1999

POTASSIUM HYDROXIDE (continued):
Finland: TWA = 2 mg/m^3, JAN 1999
Japan: STEL = 2 mg/m^3, JAN 1999
The Netherlands: MAC-TGG = 2 mg/m^3, JAN 1999
Norway: TWA = 2 mg/m^3, JAN 1999

POTASSIUM HYDROXIDE (continued):
Poland: MAC (TWA) = 0.5 mg/m^3, MAC(STEL) = 1 mg/m^3, JAN 1999
Switzerland: MAK-W = 2 mg/m^3, JAN 1999
United Kingdom: STEL = 2 mg/m^3, SEP 2000
In Argentina, Bulgaria, Colombia, Jordan, Korea, New Zealand, Singapore, Vietnam check ACGIH TLV

RESPIRATORY PROTECTION: No special respiratory protection is required for use of this product. Maintain airborne contaminant concentrations below limits listed in Section 2 (Composition and information on ingredients). In instances where inhalable mists or sprays of product may be generated and respiratory protection is necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EC member states. Oxygen levels below 19.5% are considered IDLH by OSHA. In such atmospheres, use of a full-facepiece pressure/demand SCBA or a full facepiece, supplied air respirator with auxiliary self-contained air supply is required under OSHA's Respiratory Protection Standard (1910.134-1998). The following are NIOSH respiratory protection equipment guidelines for Oil Mists, Mineral:

OIL MIST, MINERAL

CONCENTRATION	RESPIRATORY PROTECTION
Up to 50 mg/m^3:	Any Air-Purifying Respirator with a high-efficiency particulate filter, or any Supplied-Air Respiratory (SAR).
Up to 125 mg/m^3:	Any SAR operated in a continuous-flow mode, or any Powered, Air-Purifying Respirator (PAPR) with a high-efficiency particulate filter.
Up to 250 mg/m^3:	Any Air-Purifying, Full-Facepiece Respirator with a high-efficiency particulate filter, or any SAR that has a tight-fitting facepiece and is operated in a continuous-flow mode, or any PAPR with a tight-fitting facepiece and a high-efficiency particulate filter, or any Self-Contained Breathing Apparatus (SCBA) with a Full Facepiece, or any SAR with a full facepiece.
Up to 2500 mg/m^3:	Any SAR operated in a pressure-demand or other positive-pressure mode.
Emergency or Planned Entry into Unknown Concentrations or IDLH Conditions:	Any SCBA that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode, or any SAR that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary SCBA operated in pressure-demand or other positive-pressure mode.
Escape:	Any Air-Purifying, Full-Facepiece Respirator with a high-efficiency particulate filter, or any appropriate escape-type, SCBA.

EYE PROTECTION: Splash goggles or safety glasses. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, or the European Standard EN166.

HAND PROTECTION: Wear Neoprene Rubber gloves for routine industrial use. Use triple gloves for spill response, as stated in Section 6 (Accidental Release Measures) of this MSDS. If necessary, refer to U.S. OSHA 29 CFR 1910.138, appropriate Standards of Canada, or appropriate Standards of the European Economic Community.

BODY PROTECTION: Use body protection appropriate for task. If necessary, refer to appropriate Standards of Canada or the European Economic Community. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136.

printed 04/20/2010 1:14PM by epa4267 p. 24/354

9. PHYSICAL and CHEMICAL PROPERTIES

RELATIVE VAPOR DENSITY (air = 1): Not determined. EVAPORATION RATE (n-BuAc = 1): < 1
SPECIFIC GRAVITY (water = 1): 0.97 FREEZING/MELTING POINT: Not applicable.
SOLUBILITY IN WATER: Emulsifiable. BOILING POINT: > 100°C (> 212°F)
VAPOR PRESSURE, mm Hg @ 20 °C: < 3 pH (5% Solution): 8.7
VISCOSITY, kinematic, 40°C, mm²/s: Viscous. PARTITION COEFFICIENT (n-octanol/water): Not known.
OTHER DATA: Chlorine Content = 0; this product is non-phenolic and nitrite-free.
APPEARANCE, ODOR and COLOR: This is a clear, oily, brown liquid with a weak petroleum odor.
HOW TO DETECT THIS SUBSTANCE (warning properties): There are no unusual warning properties associated with a release of this product.

10. STABILITY and REACTIVITY

STABILITY: Stable.
DECOMPOSITION PRODUCTS: The products of thermal decomposition include acrid fumes and toxic gases (i.e. carbon monoxide and carbon dioxide).
MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: This product is not compatible with strong oxidizers.
HAZARDOUS POLYMERIZATION: Will not occur.
CONDITIONS TO AVOID: Avoid exposures to extreme temperatures and incompatible materials. Avoid exposing this product to sources of ignition.

PART IV *Is there any other useful information about this material?*

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA: The Mineral Oil component of this product is of low order of toxicity in test animals. The LD_{50} (oral, rat) > 10,000 mg/kg. The following information is available for the components of this product present in concentrations greater than 1 percent.

BLOWN FATTY OILS:
Currently, there are no toxicity data available for this compound.
FATTY ACID ESTERS:
Currently, there are no toxicity data available for this compound.
HIGHLY REFINED MINERAL OIL:
Standard Draize Test (Skin-Rabbit) 500 mg: Severe
LD (Oral-Rat) > 5 gm/kg
LD (Skin-Rabbit) > 5 gm/kg
TDLo (Skin-Mouse) 480 gm/kg/69 weeks-intermittent: Tumorigenic: neoplastic by RTECS criteria; Skin and Appendages: tumors; Tumorigenic: tumors at site of application
TD (Skin-Mouse) 402 gm/kg/76 weeks-intermittent: Tumorigenic: equivocal tumorigenic agent by RTECS criteria; Skin and Appendages: tumors; Tumorigenic: tumors at site of application
TD (Skin-Mouse) 396 gm/kg/22 weeks-intermittent: Tumorigenic: equivocal tumorigenic agent by RTECS criteria; Skin and Appendages: tumors; Tumorigenic: tumors at site of application

HIGHLY REFINED MINERAL OIL (continued):
Mutation in Microorganisms (Bacteria-Salmonella typhimurium) 10 µL/plate
GLYCOL ETHER COMPOUND
Standard Draize Test (Skin-Rabbit) 20 mg: Severe
Standard Draize Test (Eye-Rabbit) Moderate
LD_{50} (Oral-Rat) 5660 mg/kg
LD_{50} (Oral-Mouse) 2400 mg/kg
LD_{50} (Oral-Rabbit) 2200 mg/kg
LD_{50} (Oral-Guinea Pig) 2 gm/kg: Behavioral: general anesthetic; Gastrointestinal: other changes; Kidney, Ureter, Bladder: other changes
LD_{50} (Intraperitoneal-Mouse) 850 mg/kg: Lungs, Thorax, or Respiration: other changes; Kidney, Ureter, Bladder: changes in tubules (including acute renal failure, acute tubular necrosis); Blood: changes in spleen
LD_{50} (Unreported-Rat) 4500 mg/kg
LD_{50} (Unreported-Mouse) 6050 mg/kg
LD_{50} (Skin-Rabbit) 2700 mg/kg
TDLo (Oral-Rat) 83 gm/kg/13 weeks-intermittent: Nutritional and Gross Metabolic: weight loss or decreased weight gain; Related to Chronic Data: death

OLEIC ACID ETHOXYLATE:
Currently, there are no toxicity data available for this compound.
POTASSIUM HYDROXIDE:
Standard Draize Test (Skin-Human) 50 mg/24 hours: Severe
Standard Draize Test (Skin-Rabbit) 50 mg/24 hours: Severe
Standard Draize Test (Skin-Guinea Pig) 50 mg/24 hours: Severe/76
Rinsed with Water (Eye-Rabbit) 1 mg/24 hours: Moderate
LD_{50} (Oral-Rat)273 mg/kg
Cytogenetic Analysis (Rat-Ascites tumor) 1800 mg/kg
Cytogenetic Analysis (Hamster-Ovary) 12 mmol/L
SODIUM SULPHONATES:
Currently, there are no toxicity data available for this compound.
TALL OIL FATTY ACID:
LD_{50} (Unreported-Mouse) 7800 mg/kg
TDLo (Unreported-Rat) 6 gm/kg/days-intermittent: Blood: other changes; Nutritional and Gross Metabolic: weight loss or decreased weight gain

SUSPECTED CANCER AGENT: IARC has concluded that Highly-Refined Mineral Oils is a Group 3 Substance (Unclassifiable as to Carcinogenicity in Humans), based on inadequate human and inadequate animal evidence. IARC has also concluded that there is no evidence of carcinogenicity to experimental animals from Mineral Oils when administered by routes other than intraperitoneal injection. The ACGIH has issued a Notice of Intended Change to make the carcinogenic status of Oil Mist, Mineral to be TLV-A2 (Suspected Human Carcinogen). The remaining ingredients are not found on the following lists: FEDERAL OSHA Z LIST, NTP, CAL/OSHA, and therefore are not considered to be nor suspected to be a cancer-causing agents by these agencies.
IRRITANCY OF PRODUCT: This product may be irritating to contaminated tissue, especially after prolonged or repeated exposure.
SENSITIZATION TO THE PRODUCT: The Tall Oil Fatty Acids component of this product is a possible skin sensitizer. Susceptible individuals may suffer allergic reaction with symptoms such as itching, rashes, and dermatitis.

printed 04/20/2010 1:14PM by epa4267 p. 25/354

11. TOXICOLOGICAL INFORMATION (Continued)

REPRODUCTIVE TOXICITY INFORMATION: Listed below is information concerning the effects of this product and its components on the human reproductive system.

Mutagenicity: This product is not expected to cause mutagenic effects in humans. Mutation data are reported for the Highly Refined Mineral Oil and Potassium Hydroxide components of this product; these data were obtained during clinical studies involving test animal tissue or micro-organisms exposed to relatively high doses.

Embryotoxicity: This product is not expected to cause embryotoxic effects in humans.

Teratogenicity: This product is not expected to cause teratogenic effects in humans.

Reproductive Toxicity: This product is not expected to cause adverse reproductive effects in humans.

A mutagen is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate through generational lines. An embryotoxin is a chemical which causes damage to a developing embryo (i.e. within the first eight weeks of pregnancy in humans), but the damage does not propagate across generational lines. A teratogen is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A reproductive toxin is any substance which interferes in any way with the reproductive process.

BIOLOGICAL EXPOSURE INDICES: Currently, there are no Biological Exposure Indices (BEIs) determined for the components of this product.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL STABILITY: This product will slowly volatilize from soil and water sources. This product will not be photolyzed or hydrolyzed to any great extent, and this product is not expected to be mobile in soil. All work practices should be aimed at preventing releases into the environment. In the event of a large release into the soil, the contaminated soil should be removed, if possible. Decomposition products of this product are organic and inorganic compounds. The following environmental data are available for some components of this product.

GLYCOL ETHER COMPOUNDS: Log K_{ow} = 0.91 (estimate). In soil and water, this chemical is highly mobile and undergoes aerobic biodegradation.

EFFECT OF MATERIAL ON PLANTS or ANIMALS: Large releases may have adverse effects on plant and animal life. Contaminated animals may exhibit symptoms similar to those described in Section 3 (Hazard Identification). The effect of this product on plants is related to the removal of natural oils from the plants or the prevention of respiration.

EFFECT OF CHEMICAL ON AQUATIC LIFE: This product emulsifies in water and large releases may prevent oxygen from entering the water and can adversely affect aquatic life. Bio-concentration may also be an important factor in aquatic systems contaminated by large releases of this substance.

SPECIFIC GERMAN ENVIRONMENTAL LISTINGS:

Aquatic Hazard Class (WGK): Classifications for components: None of the components of this product have specific WGK classifications assigned.

POTASSIUM HYDROXIDE = 1

13. DISPOSAL CONSIDERATIONS

PREPARING WASTES FOR DISPOSAL: Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations or with regulations of Canada or EC Member States. This product, if unaltered by use, may be disposed of by treatment at a permitted facility or as advised by your local hazardous waste regulatory authority.

EPA WASTE NUMBER: Not applicable for wastes consisting only of this product.

14. TRANSPORTATION INFORMATION

THIS PRODUCT IS NOT HAZARDOUS AS DEFINED BY 49 CFR 172.101 BY THE U.S. DEPARTMENT OF TRANSPORTATION.

PROPER SHIPPING NAME: Not Regulated
HAZARD CLASS NUMBER and DESCRIPTION: Not Applicable
UN IDENTIFICATION NUMBER: Not Applicable
PACKING GROUP: Not Applicable
DOT LABEL(S) REQUIRED: Not Applicable
NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2000): Not Applicable

MARINE POLLUTANT: This product is not designated by the DOT to be a Marine Pollutant (49 CFR 172.101, Appendix B).

TRANSPORT CANADA TRANSPORTATION OF DANGEROUS GOODS REGULATIONS: This product is not considered as hazardous goods under regulations of Transport Canada.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA): This product is not considered as dangerous goods under rules of IATA.

INTERNATIONAL MARITIME ORGANIZATION (IMO): This product is not considered as dangerous goods under rules of the IMO.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not considered by the United Nations Economic Commission for Europe to be dangerous.

printed 04/20/2010 1:14PM by epa4267 p. 26/354

15. REGULATORY INFORMATION

ADDITIONAL UNITED STATES REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: The following components of this product are subject to the reporting requirements of Sections 302, 304 and 313 of Title III of the Superfund Amendments and Reauthorization Act, as follows:

CHEMICAL NAME	SARA 302 (40 CFR 355 Appendix A)	SARA 304 (40 CFR 355.30)	SARA 313 (40 CFR 372.65)
Glycol Ether Compound	No	No	Yes
Potassium Hydroxide	No	Yes	No

(Note: Pure Potassium Hydroxide would be covered under Section 304; however, this component is completely neutralized in this product. None of the regulations discussed in the following sections would be applicable to Potassium Hydroxide as it exists in this product. Therefore, Potassium Hydroxide will not be addressed further in this section).

U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for the components of this product. The default Federal MSDS submission and inventory requirement filing threshold of 10,000 lb (4,540 kg) may apply, per 40 CFR 370.20.

U.S. CERCLA REPORTABLE QUANTITY (RQ): Not applicable.

U.S. TSCA INVENTORY STATUS: The components of this product are listed on the TSCA Inventory.

OTHER U.S. FEDERAL REGULATIONS: Not applicable.

U.S. STATE REGULATORY INFORMATION: Components of this product are covered under specific State regulations, as denoted below:

Alaska - Designated Toxic and Hazardous Substances: Mineral Oil, Potassium Hydroxide.
California - Permissible Exposure Limits for Chemical Contaminants: Mineral Oil, Potassium Hydroxide.
Florida - Substance List: Potassium Hydroxide.
Illinois - Toxic Substance List: Mineral Oil, Potassium Hydroxide.
Kansas - Section 302/313 List: No.
Massachusetts - Substance List: Mineral Oil, Potassium Hydroxide.
Michigan - Critical Materials Register: None.
Minnesota - List of Hazardous Substances: Mineral Oil.
Missouri - Employer Information/Toxic Substance List: Mineral Oil, Potassium Hydroxide.
New Jersey - Right to Know Hazardous Substance List: Mineral Oil, Potassium Hydroxide.
North Dakota - List of Hazardous Chemicals, Reportable Quantities: Potassium Hydroxide.
Pennsylvania - Hazardous Substance List: Mineral Oil, Potassium Hydroxide.
Rhode Island - Hazardous Substance List: Mineral Oil, Potassium Hydroxide.
Texas - Hazardous Substance List: Mineral Oil.
West Virginia - Hazardous Substance List: Mineral Oil.
Wisconsin - Toxic and Hazardous Substances List: Mineral Oil.

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): No component of this product is on the California Proposition 65 lists.

ANSI LABELING (Z129.1) (Precautionary Statements): CAUTION! MAY CAUSE SKIN AND EYE IRRITATION. MAY BE HARMFUL IF INGESTED OR INHALED. ASPIRATION HAZARD IF SWALLOWED -- CAN ENTER LUNGS AND CAUSE DAMAGE. MAY CAUSE SENSITIZATION BY SKIN CONTACT. Avoid contact with skin, eyes, or clothing. Wash thoroughly after handling. Avoid breathing aerosols, mists, and sprays. Work in well-ventilated area. Do not taste or swallow. Wear gloves, goggles, and appropriate body protection. FIRST-AID: In case of contact with skin or eyes, flush skin with plenty of water for 15 minutes. If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. If swallowed, do not induce vomiting. Get medical attention if adverse effects develop. IN CASE OF FIRE: Use water fog, dry chemical, CO_2, or "alcohol" foam. IN CASE OF SPILL: Absorb spill with inert material (sand, polypads, or other absorbent). For large spills, dike area. Consult Material Safety Data Sheet for additional information.

ADDITIONAL CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: The components of this product are listed on the DSL or NDSL inventories.

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: The components of this product are not on the CEPA Priorities Substances Lists.

CANADIAN WHMIS SYMBOLS: Class D2B: Other Toxic Effects-Chronic Toxic Effects -- Possible Sensitization

15. REGULATORY INFORMATION (Continued)

EUROPEAN COMMUNITY INFORMATION FOR PRODUCT:

EC LABELING AND CLASSIFICATION: This product meets the definition of the following hazard class as defined by the European Community Council Directive 67/548/EEC.

EC CLASSIFICATION: [Xi]: Irritating

EC RISK PHRASES: [R: 43]: May cause skin sensitization.

EC SAFETY PHRASES: [S: 2½-]: Keep out of reach of children. (*This safety phrase can be omitted from the label when the substance or preparation is sold for industrial use only.*) [S24]: Avoid contact with skin. [S37]: Wear suitable gloves. [S45]: In case of accident or if you feel unwell, seek medical advice immediately (show label where possible). [S53]: Avoid exposure – obtain special instructions before use.

EC SYMBOL: Xi: Irritating

EUROPEAN COMMUNITY INFORMATION FOR CONSTITUENTS: The following information is available for primary constituents in the components of this product.

Blown Fatty Acid Oils:

EC EINECS/ELINCS NUMBER: Proprietary

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Glycol Ether Compound:

EC EINECS/ELINCS NUMBER: Proprietary

HAZARD CLASSIFICATION: [Xi]: Irritant.

RISK PHRASES: [R: 36]: Irritating to eyes.

SAFETY PHRASES: [S: 2½-]: Keep out of reach of children. (*This safety phrase can be omitted from the label when the substance or preparation is sold for industrial use only.*) [S: 24]: Avoid contact with skin. [S: 26]: In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

Fatty Acid Esters:

EC EINECS/ELINCS NUMBER: Unlisted

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Highly Refined Mineral Oil:

EC EINECS/ELINCS NUMBER: Proprietary

EC CLASSIFICATION: Carcinogenic Substance, Category 2

EC RISK PHRASES: [R45]: May cause cancer.

EC SAFETY PHRASES: [S45]: In case of accident or if you feel unwell, seek medical advice immediately (show label where possible). [S53]: Avoid exposure – obtain special instructions before use.

NOTE L: The classification as a carcinogen need not apply if it can be shown that the substance contains less than 3% DMSO extract, as measured by IP 346.

Oleic Acid Ethoxylate:

EC EINECS/ELINCS NUMBER: Unlisted.

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Potassium Hydroxide:

EC EINECS/ELINCS NUMBER: 215-181-3

EC CLASSIFICATION: Corrosive [C]

EC RISK PHRASES: Causes severe burns. [R: 35]

EC SAFETY PHRASES: Keep locked up and out of reach of children. (*This safety phrase can be omitted from the label when the substance or preparation is sold for industrial use only.*) In case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Wear suitable gloves and eye/face protection. In case of accident or if you feel unwell, seek medical advice immediately (show label where possible). [S: (1/2)-26-37/39-45]

CONCENTRATION LIMITS: C ≥ 5% [C; R 35]
5% > C ≥ 2% [C: R 34]
2% > C ≥ 0.5% [Xi; R 36/38]

Sodium Sulphonates:

EC EINECS/ELINCS NUMBER: Proprietary

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Tall Oil Fatty Acids:

EC EINECS/ELINCS NUMBER: Proprietary

printed 04/20/2010 1:14PM by epa4267 p. 28/354

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

printed 04/20/2010 1:14PM by epa4267 p. 29/354

16. OTHER INFORMATION

PREPARED BY: CHEMICAL SAFETY ASSOCIATES, Inc.
PO Box 3519, La Mesa, CA 91944-3519
619/670-0609

DATE OF PRINTING: September 18, 2007

The information in this sheet has been compiled by Kuwait Petroleum Research & Technology B.V. of Rotterdam, Netherlands, on the basis of the data available to them at the date stated above. The information is for the guidance of customers of the Kuwait Petroleum Group of Companies (being all companies controlled directly or indirectly by Kuwait Petroleum Corporation of Safat, Kuwait) but is not intended as an exhaustive description of the health and safety aspects of the use of the product and in particular the information takes no account of possible reactions of individuals. Customers are responsible for the proper storage, use, an handling of the product and for determining whether the product is fit for the use to which it is put. The information does not describe health and safety aspects of the product once it has been assured or mishandled or when it is mixed with any other product. This document is in accordance with 91/155/EC, 93/112/EC and ISO 11014-1.

1/28/02 Revision: Review and general edit of MSDS. Up-date of exposure limits given for Oil Mist, Mineral. Up-date of carcinogenic status of Oil Mists, Mineral to the ACGIH Notice of Intended Change to TLV-A2. Addition of information on sensitisation effects of some components. Change of HMIS health rating and NFPA Health Rating to "2". Addition of NIOSH respiratory equipment guidelines for Oil Mists, Mineral to Section 8. Up-date of toxicological data in Section 11. Addition of European classification throughout the MSDS.
6/5/02 Revision: Up-date of HMIS to new rating criteria, up-date of definition of terms.

DEFINITIONS OF TERMS

A large number of abbreviations and acronyms appear on a MSDS. Some of these which are commonly used include the following:

CAS #: This is the Chemical Abstract Service Number that uniquely identifies each constituent.

EXPOSURE LIMITS IN AIR:

CEILING LEVEL: The concentration that shall not be exceeded during any part of the working exposure.

LOQ: Limit of Quantitation.

MAK: Federal Republic of Germany Maximum Concentration Values in the workplace.

NE: Not Established. When no exposure guidelines are established, an entry of NE is made for reference.

NIC: Notice of Intended Change.

NIOSH CEILING: The exposure that shall not be exceeded during any part of the workday. If instantaneous monitoring is not feasible, the ceiling shall be assumed as a 15-minute TWA exposure (unless otherwise specified) that shall not be exceeded at any time during a workday.

NIOSH REL: NIOSH's Recommended Exposure Limits.

PEL-Permissible Exposure Limit: OSHA's Permissible Exposure Limits. This exposure value means exactly the same as a TLV, except that it is enforceable by OSHA. The OSHA Permissible Exposure Limits are based in the 1989 PELs and the June, 1993 Air Contaminants Rule (Federal Register: 58: 35338-35351 and 58: 40191). Both the current PELs and the vacated PELs are indicated. The phrase, "Vacated 1989 PEL," is placed next to the PEL that was vacated by Court Order.

SKIN: Used when a there is a danger of cutaneous absorption.

STEL-Short Term Exposure Limit: Short Term Exposure Limit, usually a 15-minute time-weighted average (TWA) exposure that should not be exceeded at any time during a workday, even if the 8-hr TWA is within the TLV-TWA, PEL-TWA or REL-TWA.

TLV-Threshold Limit Value: An airborne concentration of a substance that represents conditions under which it is generally believed that nearly all workers may be repeatedly exposed without adverse effect. The duration must be considered, including the 8-hour.

TWA-Time Weighted Average: Time Weighted Average exposure concentration for a conventional 8-hr (TLV, PEL) or up to a 10-hr (REL) workday and a 40-hr workweek.

IDLH-Immediately Dangerous to Life and Health: This level represents a concentration from which one can escape within 30-minutes without suffering escape-preventing or permanent injury.

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS: This rating system was developed by the National Paint and Coating Association and has been adopted by industry to identify the degree of chemical hazards.

HEALTH HAZARD:

0 (Minimal Hazard: No significant health risk, irritation of skin or eyes not anticipated. *Skin Irritation*: Essentially non-irritating. PII or Draize = "0". *Eye Irritation*: Essentially non-irritating, or minimal effects which clear in < 24 hours (e.g. mechanical irritation). Draize = "0". *Oral Toxicity LD_{50} Rat*: < 5000 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit*: < 2000 mg/kg. *Inhalation Toxicity 4-hrs LC_{50} Rat*: < 20 mg/L);

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS (continued):

HEALTH HAZARD (continued):

1 (Slight Hazard: Minor reversible injury may occur; slightly or mildly irritating. *Skin Irritation*: Slightly or mildly irritating. *Eye Irritation*: Slightly or mildly irritating. *Oral Toxicity LD_{50} Rat*: > 500-5000 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit*: > 1000-2000 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat*: > 2-20 mg/L); 2 (Moderate Hazard: Temporary or transitory injury may occur. *Skin Irritation*: Moderately irritating; primary irritant; sensitizer. PII or Draize > 0, < 5. *Eye Irritation*: Moderately to severely irritating and/or corrosive; reversible corneal opacity; corneal involvement or irritation clearing in 8-21 days. Draize > 0, ≤ 20. *Oral Toxicity LD_{50} Rat*: > 50-500 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit*: > 200-1000 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat*: > 0.5-2 mg/L); 3 (Serious Hazard: Major injury likely unless prompt action is taken and medical treatment is given; high level of toxicity; corrosive. *Skin Irritation*: Severely irritating and/or corrosive; may destroy dermal tissue, cause skin burns, dermal necrosis. *Eye Irritation*: Corrosive, irreversible destruction of ocular tissue; corneal involvement or irritation persisting for more than 21 days. Draize > 80 with effects irreversible in 21 days. *Oral Toxicity LD_{50} Rat*: > 1-50 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit*: > 20-200 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat*: > 0.05-0.5 mg/L); 4 (Severe Hazard: Life-threatening; major or permanent damage may result from single or repeated exposure. *Skin Irritation*: Not appropriate. Do not rate as a "4", based on skin irritation alone. *Eye Irritation*: Not appropriate. Do not rate as a "4", based on eye irritation alone. *Oral Toxicity LD_{50} Rat*: ≤ 1 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit*: ≤ 20 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat*: ≤ 0.05 mg/L).

FLAMMABILITY HAZARD:

0 (Minimal Hazard-Materials that will not burn in air when exposure to a temperature of 815.5°C [1500°F] for a period of 5 minutes.); 1 (Slight Hazard-Materials that must be pre-heated before ignition can occur. Material require considerable pre-heating, under all ambient temperature conditions before ignition and combustion can occur, including: Materials that will burn in air when exposed to a temperature of 815.5°C (1500°F) for a period of 5 minutes or less; Liquids, solids and semisolids having a flash point at or above 93.3°C [200°F] (e.g. OSHA Class IIIB, or; Most ordinary combustible materials [e.g. wood, paper, etc.]; 2 (Moderate Hazard-Materials that must be moderately heated or exposed to relatively high ambient temperatures before ignition can occur. Materials in this degree would not, under normal conditions, form hazardous atmospheres in air, but under high ambient temperatures or moderate heating may release vapor in sufficient quantities to produce hazardous atmospheres in air, including: Liquids having a flash-point at or above 37.8°C [100°F]; Solid materials in the form of coarse dusts that may burn rapidly but that generally do not form explosive atmospheres; Solid materials in a fibrous or shredded form that may burn rapidly and create flash fire hazards (e.g. cotton, sisal, hemp; Solids and semisolids that readily give off flammable vapors.): (continued on following page)

DEFINITIONS OF TERMS (Continued)

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS (continued):

FLAMMABILITY HAZARD (continued):

3 (Serious Hazard- Liquids and solids that can be ignited under almost all ambient temperature conditions. Materials in this degree produce hazardous atmospheres with air under almost all ambient temperatures, or, unaffected by ambient temperature, are readily ignited under almost all conditions, including: Liquids having a flash point below 22.8°C (73°F) and having a boiling point at or above 38°C [100°F] and below 37.8°C [100°F] (e.g. OSHA Class IB and IC); Materials that on account of their physical form or environmental conditions can form explosive mixtures with air and are readily dispersed in air (e.g., dusts of combustible solids, mists or droplets of flammable liquids); Materials that burn extremely rapidly, usually by reason of self-contained oxygen (e.g. dry nitrocellulose and many organic peroxides)); 4 (Severe Hazard-Materials that will rapidly or completely vaporize at atmospheric pressure and normal ambient temperature or that are readily dispersed in air, and which will burn readily, including: Flammable gases; Flammable cryogenic materials; Any liquid or gaseous material that is liquid while under pressure and has a flash point below 22.8°C [73°F] and a boiling point below 37.8°C [100°F] (e.g. OSHA Class IA; Material that ignite spontaneously when exposed to air at a temperature of 54.4°C (130°F) or below (e.g. pyrophoric)).

PHYSICAL HAZARD:

0 (*Water Reactivity*: Materials that do not react with water. *Organic Peroxides*: Materials that are normally stable, even under fire conditions and will not react with water. *Explosives*: Substances that are Non-Explosive. *Unstable Compressed Gases*: No Rating. *Pyrophorics*: No Rating. *Oxidizers*: No "0" rating allowed. *Unstable Reactives*: Substances that will not polymerize, decompose, condense or self-react.); 1 (*Water Reactivity*: Materials that change or decompose upon exposure to moisture. *Organic Peroxides*: Materials that are normally stable, but can become unstable at high temperatures and pressures. These materials may react with water, but will not release energy. *Explosives*: Division 1.5 & 1.6 substances that are very insensitive explosives or that do not have a mass explosion hazard. *Compressed Gases*: Pressure below OSHA definition. *Pyrophorics*: No Rating. *1 (Oxidizers*: Packaging Group III; Solids: any material that in either concentration tested, exhibits a mean burning time less than or equal to the mean burning time of a 3/7 potassium bromate/cellulose mixture and the criteria for Packing Group I and II are not met. Liquids: any material that exhibits a mean pressure rise time less than or equal to the pressure rise time of a 1:1 nitric acid (65%)/cellulose mixture and the criteria for Packing Group I and II are not met. *Unstable Reactives*: Substances that may decompose, condense or self-react, but only under conditions of high temperature and/or pressure and have little or no potential to cause significant heat generation or explosive hazard. Substances that readily undergo hazardous polymerization in the absence of inhibitors.); 2 (*Water Reactivity*: Materials that may react violently with water. *Organic Peroxides*: Materials that, in themselves, are normally unstable and will readily undergo violent chemical change, but will not detonate. These materials may also react violently with water. *Explosives*: Division 1.4 – Explosive substances where the explosive effect are largely confined to the package and no projection of fragments of appreciable size or range are expected. An external fire must not cause virtually instantaneous explosion of almost the entire contents of the package. *Compressed Gases*: Pressurized and meet OSHA definition but < 514.7 psi absolute at 21.1°C (70°F) [500 psig]. *Pyrophorics*: No Rating. *Oxidizers*: Packing Group II Solids: any material that, either in concentration tested, exhibits a mean burning time of less than or equal to the mean burning time of a 2:3 potassium bromate/cellulose mixture and the criteria for Packing Group I are not met. Liquids: any material that exhibits a mean pressure rise time less than or equal to the pressure rise of a 1:1 aqueous sodium chlorate solution (40%)/cellulose mixture and the criteria for Packing Group I are not met. *Unstable Reactives*: Substances that may polymerize, decompose, condense, or self-react at ambient temperature and/or pressure, but have a low potential for significant heat generation or explosion. Substances that readily form peroxides upon exposure to air or oxygen at room temperature);

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS (continued):

PHYSICAL HAZARD (continued):

3 (*Water Reactivity*: Materials that may form explosive reactions with water. *Organic Peroxides*: Materials that are capable of detonation or explosive reaction, but require a strong initiating source, or must be heated under confinement before initiation; or materials that react explosively with water. *Explosives*: Division 1.2 – Explosive substances that have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but do not have a mass explosion hazard. *Compressed Gases*: Pressure ≥ 514.7 psi absolute at 21.1°C (70°F) [500 psig]. *Pyrophorics*: No Rating. *Oxidizers*: Packing Group I Solids: any material that, in either concentration tested, exhibits a mean burning time less than the mean burning time of a 3:2 potassium bromate/cellulose mixture. Liquids: Any material that spontaneously ignites when mixed with cellulose in a 1:1 ratio, or which exhibits a mean pressure rise time less than the pressure rise time of a 1:1 perchloric acid (50%)/cellulose mixture. *Unstable Reactives*: Substances that may polymerize, decompose, condense or self-react at ambient temperature and/or pressure and have a moderate potential to cause significant heat generation or explosion.); 4 (*Water Reactivity*: Materials that react explosively with water without requiring heat or confinement. *Organic Peroxides*: Materials that are readily capable of detonation or explosive decomposition at normal temperature and pressures. *Explosives*: Division 1.1 & 1.2-explosive substances that have a mass explosion hazard or have a projection hazard. A mass explosion is one that affects almost the entire load instantaneously. *Compressed Gases*: No Rating. *Pyrophorics*: Add to the definition of Flammability "4". *Oxidizers*: No "4" rating. *Unstable Reactives*: Substances that may polymerize, decompose, condense or self-react at ambient temperature and/or pressure and have a high potential to cause significant heat generation or explosion.). PPE Rating B: Hand and eye protection is required for routine chemical use. PPE Rating C: Hand, eye, and body protection may be required for routine chemical use.

NATIONAL FIRE PROTECTION ASSOCIATION HAZARD RATINGS:

HEALTH HAZARD: 0 (material that on exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials); 1 (materials that on exposure under fire conditions could cause irritation or minor residual injury); 2 (materials that on intense or continued exposure under fire conditions could cause temporary incapacitation or possible residual injury); 3 (materials that can on short exposure could cause serious temporary or residual injury); 4 (materials that under very short exposure could cause death or major residual injury).

FLAMMABILITY HAZARD AND REACTIVITY HAZARD: Refer to definitions for "Hazardous Materials Identification System".

FLAMMABILITY LIMITS IN AIR: Much of the information related to fire and explosion is derived from the National Fire Protection Association (NFPA). Flash Point - Minimum temperature at which a liquid gives off sufficient vapors to form an ignitable mixture with air. Autoignition Temperature: The minimum temperature required to initiate combustion in air with no other source of ignition. LEL - the lowest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source. UEL - the highest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source.

TOXICOLOGICAL INFORMATION:

Human and Animal Toxicology: Possible health hazards as derived from human data, animal studies, or from the results of studies with similar compounds are presented. Definitions of some terms used in this section are: LD_{50} - Lethal Dose (solids & liquids) which kills 50% of the exposed animals; LC_{50} – Lethal Concentration (gases) which kills 50% of the exposed animals; ppm concentration expressed in parts of material per million parts of air or water; mg/m³ concentration expressed in weight of substance per volume of air; mg/kg quantity of material, by weight, administered to a test subject, based on their body weight in kg. Other measures of toxicity include TDLo, the lowest dose to cause a symptom and TCLo the lowest concentration to cause a symptom; TDo, LDLo, and LDo, or TC, TCo, LCLo, and LCo, the lowest dose (or concentration) to cause lethal or toxic effects. Cancer Information:

printed 04/20/2010 1:14PM by epa4267 p. 31/354

DEFINITIONS OF TERMS (Continued)

TOXICOLOGICAL INFORMATION (continued):

The sources are: IARC - the International Agency for Research on Cancer; NTP - the National Toxicology Program; RTECS - the Registry of Toxic Effects of Chemical Substances; OSHA and CAL/OSHA. IARC and NTP rate chemicals on a scale of decreasing potential to cause human cancer with rankings from 1 to 4. Subrankings (2A, 2B, etc.) are also used.

Other Information: BEI - ACGIH Biological Exposure Indices, represent the levels of determinants which are most likely to be observed in specimens collected from a healthy worker who has been exposed to chemicals to the same extent as a worker with inhalation exposure to the TLV.

ECOLOGICAL INFORMATION:

EC is the effect concentration in water. BCF = Bioconcentration Factor, which is used to determine if a substance will concentrate in lifeforms which consume contaminated plant or animal matter. TL_m = median threshold limit; Coefficient of Oil/Water Distribution is represented by log K_{ow} or log K_{oc} and is used to assess a substance's behavior in the environment.

REGULATORY INFORMATION:

U.S. and CANADA:

This section explains the impact of various laws and regulations on the material.

ACGIH: American Conference of Governmental Industrial Hygienists, a professional association which establishes exposure limits.

EPA is the U.S. Environmental Protection Agency. NIOSH is the National Institute of Occupational Safety and Health, which is the research arm of the U.S. Occupational Safety and Health Administration (OSHA). WHMIS is the Canadian Workplace Hazardous Materials Information System. DOT and TC are the U.S. Department of Transportation and the Transport Canada, respectively. Superfund Amendments and Reauthorization Act (SARA); the Canadian Domestic/Non-Domestic Substances List (DSL/NDSL); the U.S. Toxic Substance Control Act (TSCA); Marine Pollutant status according to the DOT; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund); and various state regulations. This section also includes information on the precautionary warnings which appear on the material's package label. OSHA - U.S. Occupational Safety and Health Administration.

EUROPEAN and INTERNATIONAL:

The DFG: This is the Federal Republic of Germany's Occupation Health Agency, similar to the U.S. OSHA. EC is the European Community (formerly known as the EEC, European Economic Community). EINECS: This is the European Inventory of New-Existing Chemical Substances. The ARD is the European Agreement Concerning the International Carriage of Dangerous Goods by Road and the RID are the International Regulations Concerning the Carriage of Dangerous Goods by Rail.

MATERIAL SAFETY DATA SHEET

Prepared to U.S. OSHA, CMA, ANSI and Canadian WHMIS, and European Economic Community Standards

PART I *What is the material and what do I need to know in an emergency*

1. PRODUCT IDENTIFICATION

TRADE NAME (AS LABELED):	**PRIAMUS X10**
CHEMICAL NAME/CLASS:	Mineral Oil Mixture
USES:	Emulsifiable concentrate for metalworking.
MANUFACTURER'S NAME:	Kuwait Petroleum (GB) Ltd. - Lubricants Division
ADDRESS:	Knowsthorpe Gate Cross Green Industrial Estate Leeds, England LS9 0NP
EMERGENCY PHONE:	+ 44 113 2350 555
BUSINESS PHONE:	+ 44 113 2350 555
EMAIL:	techdesk@kpgb.q8.co.uk
FACSIMILE:	+ 44 1784-419088
U.S. DISTRIBUTOR'S NAME:	KOOLEX, INTERNATIONAL, INC.
ADDRESS:	820 FESSLERS PARKWAY NASHVILLE, TN 37210
U.S. EMERGENCY PHONE:	CHEMTREC: 1-800-424-9300 CHEMTREC INTERNATIONAL: 1-703-527-3887
U.S. BUSINESS PHONE:	1-216-691-3330
FAX:	1-216-691-3322
DATE OF PREPARATION:	October 14, 1996
DATE OF REVISION:	June 9, 2002

2. COMPOSITION and INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS #	EINECS #	% v/v	EXPOSURE LIMITS IN AIR					
				ACGIH		OSHA		NIOSH	OTHER
				TLV mg/m³	STEL mg/m³	PEL mg/m³	STEL mg/m³	IDLH mg/m³	mg/m³
Formaldehyde (Trace component, present as an impurity)	50-00-0	200-001-8	< 0.1	Sensitizer	0.37 (ceiling)	0.75 ppm	2 ppm	20 ppm	NIOSH RELs: TWA = 0.016 ppm STEL = 0.1 ppm (ceiling, 15 minutes) DFG MAK* TWA = 0.37 PEAK = 1xMAK 15 min., average value, 1 hour Carcinogen: EPA-B1, IARC-2A, MAK-4, NIOSH-Ca, NTP-R, OSHA-Ca, TLV-A2
Amine Compound	Proprietary		<4.2	6	NE	NE	NE	NE	Carcinogenicity: IARC-3
Hexahydro Triazine Compound	Proprietary		<5	NE	NE	NE	NE	NE	DFG MAK: Sensitizer
Alcohol Ethoxylate	Proprietary	NE	> 5	NE	NE	NE	NE	NE	NE
Sodium Sulphonates	Proprietary		> 10	NE	NE	NE	NE	NE	NE

NE = Not Established NIC = Notice of Intended Change See Section 15 for Definitions of Terms Used

NOTE (1): ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-1998 format. This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR. In addition, all EC required information is included in this MSDS.

printed 04/20/2010 1:14PM by epa4267 p. 33/354

2. COMPOSITION and INFORMATION ON INGREDIENTS (Continued)

CHEMICAL NAME	CAS #	EINECS #	% W/	EXPOSURE LIMITS IN AIR					
				ACGIH		OSHA		NIOSH	OTHER
				TLV mg/m³	STEL mg/m³	PEL mg/m³	STEL mg/m³	IDLH mg/m³	mg/m³
Triacetate Ester	Proprietary		< 20	NE	NE	NE	NE	NE	NE
Highly Refined Mineral Oil Exposure limits are for Oil mist, mineral	Proprietary		> 80	5	10 NIC: 0.2 (inhalable fraction)	5 (based on CAS # 8012-95-1)	NE	2500	NIOSH REL: (Based on CAS # 8012-95-1) TWA = 5 STEL = 10 Carcinogenicity: NIC = TVL-A2
Water and other components. Each of the other components are present in less than 1 percent concentration (0.1% concentration for potential carcinogens, reproductive toxins, respiratory tract sensitizers, and mutagens).			Balance	None of the other components contribute significant additional hazards at the concentrations present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalent Standards, EC Directives and Canadian Workplace Hazardous Materials Identification System Standards (CPR 4).					

NE = Not Established NIC = Notice of Intended Change See Section 16 for Definitions of Terms Used

NOTE (1): ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-1998 format. This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR. In addition, all EC required information is included in this MSDS.

3. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW: This is a clear, oily, brown liquid. The product has a weak petroleum odor. **Health Hazards:** The chief health hazard associated with this product would be the potential for slight irritation of the eyes, skin, nose, and other tissues which come in contact with liquid or mists generated from this product. Components of this product are known to cause sensitization by skin contact. **Flammability Hazards:** This product must be substantially preheated for ignition to occur. The thermal decomposition of this product produces irritating fumes and toxic gases (i.e. carbon monoxide and carbon dioxide). **Reactivity Hazards:** Negligible. **Environmental Hazards:** Negligible. **Emergency Recommendations:** Emergency responders must wear proper personal protective equipment for the releases to which they are responding.

SYMPTOMS OF OVER-EXPOSURE BY ROUTE OF EXPOSURE: Due to the small volume of material used, the chief health hazard associated with end-use applications of this product would be the potential for irritation of contaminated skin and eyes. Other health effects for consumers, as well as the health hazards faced by individuals involved with the processing of this product are as follows:

INHALATION: This product has a low vapor pressure and does not normally present a significant inhalation hazard under normal circumstances of use. Breathing mists or aerosols can lead to irritation of nose, throat, or respiratory system. Symptoms of such exposure could include coughing and sneezing. Chronic inhalation of mists can lead to the development of lung conditions, which produce symptoms such as shortness of breath and coughing.

CONTACT WITH SKIN or EYES: Contact with the solution can lead to mild eye irritation. Direct eye contact with the liquid can cause stinging, tearing, and redness. Skin contact with this product may be slightly irritating, especially after prolonged exposure. The Amine Compound, Hexahydro Triazine Compound and trace Formaldehyde components of this product are known to cause sensitization by skin contact and subsequent allergic reaction in susceptible individuals. Following initial exposure, subsequent exposures can result in rash, itching, swelling and welts.

SKIN ABSORPTION: Skin absorption is a potential route of exposure for Fatty Acid Esters. Symptoms of such over-exposure can include those described for "Contact with Skin and Eyes".

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM

HEALTH HAZARD	(BLUE)	2
FLAMMABILITY HAZARD	(RED)	1
PHYSICAL HAZARD	(ORANGE)	0

PROTECTIVE EQUIPMENT

EYES	RESPIRATORY	HANDS	BODY
	SEE SECTION 8		SEE SECTION 8

For Routine Industrial Use and Handling Applications

See Section 16 for Definition of Ratings

printed 04/20/2010 1:14PM by epa4267 p. 34/354

3. HAZARD IDENTIFICATION (Continued)

INGESTION: Though not anticipated to be a significant route of occupational exposure, ingestion of this product (especially in large volumes) can irritate the tissues of the mouth, esophagus, and other tissues of the digestive system. Symptoms of such over-exposure can include vomiting, diarrhea, and nausea. Aspiration of this product into the lungs is possible and can result in lung damage.

INJECTION: Though not anticipated to be a significant route of occupational exposure, injection of this material would lead to pain, irritation, and swelling at the site of injection.

HEALTH EFFECTS OR RISKS FROM EXPOSURE: An Explanation in Lay Terms.

ACUTE: The most likely symptom of acute over-exposure would be slight irritation of contaminated skin, or eye irritation after contact with liquid or vapors of this product.

CHRONIC: Chronic inhalation of mists can lead to the development of lung conditions, which produce symptoms such as shortness of breath and coughing. Prolonged or repeated contact with the skin can lead to redness and irritation. Components of this product are known skin sensitizers, causing allergic reaction in susceptible individuals. The Mineral Oil, Petroleum Distillates, Hydrotreated (Mild) Heavy Naphthenic component of this product is a suspect carcinogen. Refer to Section 11 (Toxicological Information) for additional information.

TARGET ORGANS: ACUTE: Skin, eyes, respiratory system. CHRONIC: Respiratory system, skin.

PART II *What should I do if a hazardous situation occurs?*

4. FIRST-AID MEASURES

Victims of chemical exposure must be taken for medical attention if any adverse effects occur. Rescuers should be taken for medical attention if necessary. Take a copy of label and MSDS to physician or health professional with victim.

SKIN EXPOSURE: If this product contaminates the skin, Immediately begin decontamination with running water. Remove exposed or contaminated clothing, taking care not to contaminate eyes. Victim should seek immediate medical attention if any adverse exposure symptoms develop.

EYE EXPOSURE: If this product enters the eyes, open victim's eyes while under gently running water. Use sufficient force to open eyelids. Have victim "roll" eyes. Minimum flushing is for 15 minutes. Victim must seek medical attention.

INHALATION: If mists or sprays from this product are inhaled, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Remove or cover gross contamination to avoid exposure to rescuers.

INGESTION: If this product is swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER FOR MOST CURRENT INFORMATION. DO NOT INDUCE VOMITING unless direct by medical personnel. Have victim rinse mouth with water, if conscious. Never induce vomiting or give a diluent (e.g., water) to someone who is unconscious, having convulsions, or unable to swallow. If contaminated individual is convulsing, maintain an open airway and obtain immediate medical attention.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE Skin disorders can be aggravated by over-exposure to this product. Additionally, disorders involving the "Target Organs" (see Section 3, Hazard Identification) may also be aggravated by overexposures.

RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate over-exposure to this product.

5. FIRE-FIGHTING MEASURES

FLASH POINT (COC): Approximately > 150°C (> 302°F)

AUTOIGNITION TEMPERATURE: Not available.

FLAMMABLE LIMITS (in air by volume, %):

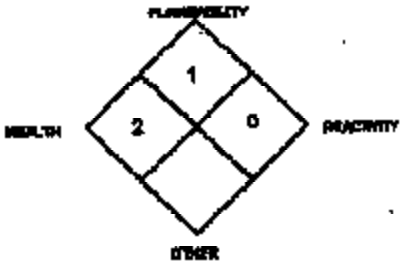
Lower (LEL): Not determined.

Upper (UEL): Not determined.

FIRE EXTINGUISHING MATERIALS:

Water Spray: YES (for cooling)
Foam: YES
Halon: YES
Carbon Dioxide: YES
Dry Chemical: YES
Other: Any "B" Class.

NFPA RATING



See Section 16 for Definition of Ratings

UNUSUAL FIRE AND EXPLOSION HAZARDS: This product poses a slight fire hazard at elevated temperatures. When involved in a fire, this material may decompose and produce irritating fumes and toxic gases (carbon monoxide, carbon dioxide). Due to components that may cause sensitization by skin contact, this product poses a moderate contact hazard to fire-fighters.

Explosion Sensitivity to Mechanical Impact: Not sensitive.

Explosion Sensitivity to Static Discharge: Not sensitive.

SPECIAL FIRE-FIGHTING PROCEDURES: Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Move fire-exposed containers if it can be done without risk to firefighters. If possible, firefighters should control runoff water to prevent environmental contamination. Rinse contaminated equipment with soapy water before returning such equipment to service.

printed 04/20/2010 1:14PM by epa4267 p. 35/354

6. ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: Small releases can be cleaned-up using a standard absorbent (i.e., polypads). Responders should wear gloves, goggles, and suitable body protection during the clean-up of small spills. Larger, uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. In case of a large spill, clear the affected area, protect people, and respond with trained personnel. Identify all sources of ignition before clean-up procedures begin. Minimum Personal Protective Equipment should be Level C: triple-gloves (rubber gloves and nitrile gloves, over latex gloves), chemically resistant suit and boots, hard-hat, and Air-Purifying respirator with organic vapor cartridge). Self-Contained Breathing Apparatus must be selected if releases which occur in confined or poorly-ventilated areas, or in situations in which the level of oxygen is below 19.5%. Absorb spilled liquid with polypads or other suitable absorbent materials. Rinse area with soap and water solution, followed by a water rinse. Decontaminate the area thoroughly. Place all spill residue in an appropriate, labeled container and seal. Dispose of in accordance with U.S. Federal, State, and local hazardous waste disposal regulations and those of Canada and its Provinces and EC Member States (see Section 13, Disposal Considerations).

PART III *How can I prevent hazardous situations from occurring*

7. HANDLING and STORAGE

WORK PRACTICES AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash hands after handling this product. Do not eat or drink while handling this product.

STORAGE AND HANDLING PRACTICES: All employees who handle this material should be trained to handle it safely. Avoid breathing sprays or mists generated by this product. Use non-sparking tools. Do not expose "empty" containers to any source of ignition. Such containers may contain potentially combustible vapors. Containers must be properly labeled. Open containers carefully, on a stable surface. Use in work areas which can be easily decontaminated. Wash thoroughly after using this material. Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Store containers in secondary containment, away from strong oxidizers. Keep container tightly closed when not in use. Storage areas should be made of fire-resistant materials. Floors should be sealed to prevent absorption of this material. Inspect all incoming containers before storage, to ensure containers are properly labeled and not damaged.

PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT: Follow practices indicated in Section 6 (Accidental Release Measures). Make certain that application equipment is locked and tagged-out safely if necessary. Collect all rinsates and dispose of according to applicable U.S. Federal, State, or local procedures and appropriate Canadian standards, or those of EC Member States.

8. EXPOSURE CONTROLS - PERSONAL PROTECTION

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation. For processing operations, employees should use a mechanical fan or vent area to outside. Eye wash station/safety showers should be near locations where this product is used or stored.

INTERNATIONAL OCCUPATIONAL EXPOSURE LIMITS: Currently, there are no international limits determined for components of this product.

RESPIRATORY PROTECTION: None normally required for routine chemical use. Airborne contaminant concentrations must be maintained below guidelines listed in Section 2 (Composition and Information on Ingredients). If respiratory protection is needed, use only protection authorized in the U.S. Federal OSHA Standard (29 CFR 1910.134), applicable U.S. State regulations, or the Canadian CSA Standard Z94.4-93, applicable standards of Canadian Provinces or the European Standard EN149. Oxygen levels below 19.5% are considered IDLH by OSHA. In such atmospheres, use of a full-facepiece pressure/demand SCBA or a full facepiece, supplied air respirator with auxiliary self-contained air supply is required under OSHA's Respiratory Protection Standard (1910.134-1998). The following are NIOSH recommendations for respiratory protection for Oil Mist, Mineral.

OIL MIST, MINERAL CONCENTRATION	RESPIRATORY PROTECTION
Up to 50 mg/m^3:	Any Air-Purifying Respirator with a high-efficiency particulate filter, or any Supplied-Air Respiratory (SAR).
Up to 125 mg/m^3:	Any SAR operated in a continuous-flow mode, or any Powered, Air-Purifying Respirator (PAPR) with a high-efficiency particulate filter.
Up to 250 mg/m^3:	Any Air-Purifying, Full-Facepiece Respirator with a high-efficiency particulate filter, or any SAR that has a tight-fitting facepiece and is operated in a continuous-flow mode, or any PAPR with a tight-fitting facepiece and a high-efficiency particulate filter, or any Self-Contained Breathing Apparatus (SCBA) with a Full Facepiece, or any SAR with a full facepiece.
Up to 2500 mg/m^3:	Any SAR operated in a pressure-demand or other positive-pressure mode.

(continued on following page)

8. EXPOSURE CONTROLS - PERSONAL PROTECTION (Continued)

RESPIRATORY PROTECTION (continued):
OIL MIST, MINERAL (continued)

CONCENTRATION	RESPIRATORY PROTECTION
Emergency or Planned	Entry into Unknown Concentrations or IDLH Conditions: Any SCBA that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode, or any SAR that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary SCBA operated in pressure-demand or other positive-pressure mode.
Escape:	Any Air-Purifying, Full-Facepiece Respirator with a high-efficiency particulate filter, or any appropriate escape-type, SCBA.

EYE PROTECTION: Splash goggles or safety glasses. Wear face shields when using more than 1 gallon of this product or in operations where mists or sprays can be generated. If necessary, refer to U.S. OSHA 29 CFR 1910.133, the European Standard EN166 or appropriate Canadian Standards.
HAND PROTECTION: Wear neoprene gloves for routine industrial use. Use triple gloves for spill response, as stated in Section 6 of this MSDS (Accidental Release Measures). If necessary, refer to U.S. OSHA 29 CFR 1910.138 or appropriate Standards of Canada or Directives of the EC.
BODY PROTECTION: Use body protection appropriate for task. Cover-all, rubber aprons, or chemical protective clothing made from natural rubber are generally acceptable, depending upon the task. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136.

9. PHYSICAL and CHEMICAL PROPERTIES

RELATIVE VAPOR DENSITY (air = 1): Not determined.
SPECIFIC GRAVITY (water = 1): 0.90
SOLUBILITY IN WATER: Not soluble.
VAPOR PRESSURE, mm Hg @ 20 °C: < 0.1
VISCOSITY, kinematic, 40 °C, mm^2/s: > 20
EVAPORATION RATE (n-BuAc = 1): < 1
FREEZING/MELTING POINT: Not applicable.
BOILING POINT: > 300°C (> 570°F)
pH: Not applicable.
PARTITION COEFFICIENT (n-octanol/water): Not known
OTHER DATA: Not available.
APPEARANCE and COLOR: This is a clear, oily, brown liquid. The product has a weak petroleum odor.
HOW TO DETECT THIS SUBSTANCE (warning properties): There are no unusual warning properties associated with a release of this product.

10. STABILITY and REACTIVITY

STABILITY: Stable.
DECOMPOSITION PRODUCTS: The products of thermal decomposition include acrid fumes and toxic gases (i.e. carbon monoxide and carbon dioxide).
MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: This product is not compatible with strong oxidizers.
HAZARDOUS POLYMERIZATION: Will not occur.
CONDITIONS TO AVOID: Avoid exposures to extreme temperatures and incompatible materials. Avoid exposing this product to sources of ignition.

PART IV *Is there any other useful information about this material?*

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA: The following information is available for the components of this product present in concentrations greater than 1 percent.

ALCOHOL ETHOXYLATE:
LD_{50} (Intraperitoneal-Rat) 400 mg/kg: Vascular: structural changes in vessels
TDLo (Oral-Rat) 42 gm/kg/12 weeks-continuous: Blood: changes in serum composition (e.g. TP, bilirubin, cholesterol); Biochemical: Metabolism (intermediary): lipids including transport, other proteins

ETHOXYLATED NONYLPHENOL:
Currently, there are currently no toxicology data for this compound.

HIGHLY REFINED MINERAL OIL:
Standard Draize Test (Skin-Rabbit) 500 mg: Severe
LD (Oral-Rat) > 5 gm/kg
LD (Skin-Rabbit) > 5 gm/kg

HIGHLY REFINED MINERAL OIL (continued):
TDLo (Skin-Mouse) 480 gm/kg/50 weeks-intermittent: Tumorigenic: neoplastic by RTECS criteria; Skin and Appendages: tumors; Tumorigenic: tumors at site of application
TD (Skin-Mouse) 402 gm/kg/78 weeks-intermittent: Tumorigenic: equivocal tumorigenic agent by RTECS criteria; Skin and Appendages: tumors; Tumorigenic: tumors at site of application
TD (Skin-Mouse) 255 gm/kg/22 weeks-intermittent: Tumorigenic: equivocal tumorigenic agent by RTECS criteria; Skin and Appendages: tumors; Tumorigenic: tumors at site of application
Mutation in Microorganisms (Bacteria-Salmonella typhimurium) 10 µL/plate

HEXAHYDRO TRIAZINE COMPOUND:
LD_{50} (Skin-Rat) > 2 gm/kg
LD_{50} (Oral-Rat) 763 mg/kg: Behavioral: somnolence (general depressed activity); Gastrointestinal: hypermotility, diarrhea
Mutation in Microorganisms (Salmonella typhimurium) 39 µg/plate

SODIUM SULPHONATES:
Currently, there are currently no toxicology no toxicology data for this compound.

AMINE COMPOUND:
Skin irritancy (rabbit) = 500 mg/24 hours; mild
Eye irritation (rabbit) = 10 mg ; mild irritation.
Skin irritancy (human) = 15 mg/3 days; mild
LD_{50} (oral, rat) =4000 mg/kg.
LD_{50} (oral, mouse) = 7400 mg/kg.
LD_{50} (oral, guinea pig) = 6300 mg/kg
LD_{50} (intraperitoneal, mouse) = 1450 mg/kg.

printed 04/20/2010 1:14PM by epa4267 p. 37/354

11. TOXICOLOGICAL INFORMATION (Continued)

TOXICITY DATA (continued):

AMINE COMPOUND (continued): TD (oral, mouse) = 154000 mg/kg/ 81 weeks; carcinogenic effects

AMINE COMPOUND (continued): TDLo (oral, mouse) = 16000 mg/kg/84 weeks; carcinogenic effects.

TRIACETATE ESTER: Currently, there are currently no toxicology data for this compound.

SUSPECTED CANCER AGENT: IARC has concluded that Highly-Refined Mineral Oils and Amine Compound are Group 3 Substances (Unclassifiable as to Carcinogenicity in Humans), based on inadequate human and inadequate animal evidence. IARC has also concluded that there is no evidence of carcinogenicity to experimental animals from Mineral Oils when administered by routes other than intraperitoneal injection. Note: Formaldehyde (a component present in trace amounts in this product, as an impurity) is listed, as follows: EPA-B1 (Probable Human Carcinogen); IARC-2A (Probably Carcinogenic to Humans); MAK-B (Suspected of Having Carcinogenic Potential); ACGIH-A2 (Suspected Human Carcinogen); NIOSH-X (Carcinogen); NTP-2 (Reasonably Anticipated to be a Carcinogen); OSHA-X (Carcinogen).

IRRITANCY OF PRODUCT: This product may be irritating to contaminated tissue, especially after prolonged or repeated exposure.

SENSITIZATION TO THE PRODUCT: No component of this product is known to be a human skin or respiratory sensitizer.

REPRODUCTIVE TOXICITY INFORMATION: Listed below is information concerning the effects of this product and its components on the human reproductive system.

Mutagenicity: This product is not expected to cause mutagenic effects in humans. Human mutation data is reported for Formaldehyde (a trace component in this product), for tests conduct on specific human tissues.

Embryotoxicity: This product is not expected to cause embryotoxic effects in humans.

Teratogenicity: This product is not expected to cause teratogenic effects in humans.

Reproductive Toxicity: This product is not expected to cause adverse reproductive effects in humans. Reproductive effects are reported for Formaldehyde(a trace component in this product), during clinical studies on test animals exposed to relatively high doses of this product.

A mutagen is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate through generational lines. An embryotoxin is a chemical which causes damage to a developing embryo (i.e. within the first eight weeks of pregnancy in humans), but the damage does not propagate across generational lines. A teratogen is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A reproductive toxin is any substance which interferes in any way with the reproductive process.

BIOLOGICAL EXPOSURE INDICES: Currently, there are no Biological Exposure Indices (BEIs) determined for the components of this product.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL STABILITY: This product will slowly volatilize from soil and water sources. This product will not be photolyzed or hydrolyzed to any great extent, and this product is not expected to be mobile in soil. All work practices should be aimed at preventing releases into the environment. In the event of a large release into the soil, the contaminated soil should be removed, if possible. Decomposition products of this product are organic and inorganic compounds.

EFFECT OF MATERIAL ON PLANTS or ANIMALS: Large releases may have adverse effects on plant and animal life. Contaminated animals may exhibit symptoms similar to those described in Section 3 (Hazard Identification). The effect of this product on plants is related to the removal of natural oils from the plants or the prevention of respiration.

EFFECT OF CHEMICAL ON AQUATIC LIFE: This product emulsifies in water and large releases may prevent oxygen from entering the water and can adversely affect aquatic life. Bio-concentration may also be an important factor in aquatic systems contaminated by large releases of this substance.

13. DISPOSAL CONSIDERATIONS

PREPARING WASTES FOR DISPOSAL: Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations or with regulations of Canada or EC Member States. This product, if unaltered by use, may be disposed of by treatment at a permitted facility or as advised by your local hazardous waste regulatory authority.

EPA WASTE NUMBER: Not applicable for wastes consisting only of this product.

14. TRANSPORTATION INFORMATION

THIS PRODUCT IS NOT HAZARDOUS AS DEFINED BY 49 CFR 172.101 BY THE U.S. D.O.T.

PROPER SHIPPING NAME: Not Regulated
HAZARD CLASS NUMBER and DESCRIPTION: Not Applicable
UN IDENTIFICATION NUMBER: Not Applicable
PACKING GROUP: Not Applicable
DOT LABEL(S) REQUIRED: Not Applicable
NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2000): Not Applicable

printed 04/20/2010 1:14PM by epa4267 p. 38/354

MARINE POLLUTANT: This product is not designated by the DOT to be a Marine Pollutant (49 CFR 172.101, Appendix B).

TRANSPORT CANADA TRANSPORTATION OF DANGEROUS GOODS REGULATIONS: This product is not considered as hazardous goods under regulations of Transport Canada.

printed 04/20/2010 1:14PM by epa4267 p. 39/354

14. TRANSPORTATION INFORMATION (Continued)

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA): This product is not considered as dangerous goods under rules of IATA.

INTERNATIONAL MARITIME ORGANIZATION (IMO): This product is not considered as dangerous goods under rules of the IMO.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not considered by the United Nations Economic Commission for Europe to be dangerous.

15. REGULATORY INFORMATION

ADDITIONAL UNITED STATES REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: This product is subject to the reporting requirements of Sections 302, 304 and 313 of Title III of the Superfund Amendments and Reauthorization Act, as follows:

CHEMICAL NAME	SARA 302 (40 CFR 355, Appendix A)	SARA 304 (40 CFR Table 302.4)	SARA 313 (40 CFR 372.65)
Formaldehyde (a trace component of this product; the information here is provided to give additional, background information on this component)	Yes	Yes	Yes

U.S. SARA THRESHOLD PLANNING QUANTITY: Formaldehyde = 500 lbs (227 kg)

U.S. TSCA INVENTORY STATUS: The components in this product are listed on the TSCA Inventory.

U.S. CERCLA REPORTABLE QUANTITY (RQ): Formaldehyde = 100 lbs (45.4 kg)

OTHER U.S. FEDERAL REGULATIONS: Formaldehyde is subject to the reporting requirements of the Clean Air Act Section 112(r); The Threshold Quantity is 15,000 lbs. Formaldehyde is also regulated by the Federal Occupational Safety and Health Administration (29 CFR 1910.1048).

U.S. STATE REGULATORY INFORMATION: The components of this product, which are listed in Section 2 (Composition and Information on Ingredients), are covered under specific State regulations, as denoted below:

Alaska - Designated Toxic and Hazardous Substances: Mineral Oil, Formaldehyde.
California - Permissible Exposure Limits for Chemical Contaminants: Mineral Oil, Formaldehyde.
Florida - Substance List: Amine Compound, Formaldehyde.
Illinois - Toxic Substance List: Mineral Oil, Formaldehyde.
Kansas - Section 302/313 List: Formaldehyde.
Massachusetts - Substance List: Mineral Oil, Amine Compound, Formaldehyde.
Minnesota - List of Hazardous Substances: Mineral Oil, Formaldehyde.
Missouri - Employer Information/Toxic Substance List: Mineral Oil, Formaldehyde.
New Jersey - Right to Know Hazardous Substance List: Mineral Oil, Formaldehyde.
North Dakota - List of Hazardous Chemicals, Reportable Quantities: Formaldehyde.
Pennsylvania - Hazardous Substance List: Mineral Oil, Amine Compound, Formaldehyde.
Rhode Island - Hazardous Substance List: Mineral Oil, Amine Compound, Formaldehyde.
Texas - Hazardous Substance List: Mineral Oil, Formaldehyde.
West Virginia - Hazardous Substance List: Mineral Oil, Formaldehyde.
Wisconsin - Toxic and Hazardous Substances: Mineral Oil, Formaldehyde.

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): Formaldehyde (gas) is on the California Proposition 65 lists as a chemical known to the State of California to cause cancer. The Formaldehyde in this product is in liquid form, and is present as a trace component.

ANSI LABELING (Z129.1) (Precautionary Statements): CAUTION! MAY CAUSE EYE OR SKIN IRRITATION. ASPIRATION HAZARD IF SWALLOWED. Avoid contact with skin, eyes, or clothing. Wash thoroughly after handling. Avoid breathing aerosols, mists, and sprays. Work in well-ventilated area. Do not taste or swallow. Wear gloves, goggles, and appropriate body protection. FIRST-AID: In case of contact with skin or eyes, flush skin with plenty of water for 15 minutes. If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. If swallowed, do not induce vomiting. Get medical attention if adverse effects develop. IN CASE OF FIRE: Use water fog, dry chemical, CO_2, or "alcohol" foam. IN CASE OF SPILL: Absorb spill with inert material (sand, polypads, or other absorbent). For large spills, dike area. Consult Material Safety Data Sheet for additional information.

ADDITIONAL CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: The components of this product listed by CAS # in Section 2 (Composition and Information on Ingredients) are on the DSL or NDSL Inventories.

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITY SUBSTANCES LISTS: The components of this product are not on the CEPA Priority Substances Lists.

CANADIAN WHMIS SYMBOLS: Class D2B: Other Toxic Effects-Chronic Toxic Effects – Possible Sensitization

15. REGULATORY INFORMATION (Continued)

EUROPEAN COMMUNITY INFORMATION FOR PRODUCT:

EC LABELING AND CLASSIFICATION: This product meets the definition of the following hazard class as defined by the European Community Council Directive 67/548/EEC.

EC CLASSIFICATION: [Xi]: Irritating

EC RISK PHRASES: [R: 43]: May cause skin sensitization.

EC SAFETY PHRASES: [S: 2½-]: Keep out of reach of children. (*This safety phrase can be omitted from the label when the substance or preparation is sold for industrial use only.*) [S24]: Avoid contact with skin. [S37]: Wear suitable gloves. [S45]: In case of accident or if you feel unwell, seek medical advice immediately (show label where possible). [S53]: Avoid exposure – obtain special instructions before use.

EC SYMBOL: Xi: Irritating

EUROPEAN COMMUNITY INFORMATION FOR CONSTITUENTS: The following information is available for the components of this product.

Alcohol Ethoxylate:

EC EINECS/ELINCS NUMBER: Not established.

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Ethoxylated Nonylphenol:

EC EINECS/ELINCS NUMBER: Not established.

EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Formaldehyde:

EC EINECS/ELINCS NUMBER: Proprietary

HAZARD CLASSIFICATION: Carcinogenic Substance, Category 3; [T]: Toxic; [C]: Corrosive

RISK PHRASES: [R: 23/24/25]: Toxic by inhalation, in contact with skin and if swallowed. [R: 34]: May cause burns. [R: 40]: Possible risks of irreversible effects. [R: 43]: May cause sensitization by skin contact.

CONCENTRATION LIMITS:

AT CONCENTRATIONS GREATER THAN OR EQUAL TO 25%:

HAZARD CLASSIFICATION: [T] Toxic

RISK PHRASES: [R: 23/24/25]: Toxic by inhalation, in contact with skin or if swallowed. [R: 34]: May cause burns. [R: 40]: Possible risks of irreversible effects. [R: 43]: May cause skin sensitization.

AT CONCENTRATIONS EQUAL TO OR MORE THAN 5% AND LESS THAN 25%:

HAZARD CLASSIFICATION: [Xn] Harmful

RISK PHRASES: [R: 20/21/22]: Harmful by inhalation, in contact with skin or if swallowed. [R: 36/37/38]: Irritating to eyes, respiratory system and skin. [R: 40]: Possible risks of irreversible effects. [R: 43]: May cause skin sensitization.

AT CONCENTRATIONS EQUAL TO OR MORE THAN 1% AND LESS THAN 5%:

HAZARD CLASSIFICATION: [Xn] Harmful

RISK PHRASES: [R: 40]: Possible risks of irreversible effects. [R: 43]: May cause skin sensitization.

AT CONCENTRATIONS EQUAL TO OR MORE THAN 1% AND LESS THAN 25%:

HAZARD CLASSIFICATION: [Xi] Irritating

RISK PHRASES: [R: 43]: May cause skin sensitization.

SAFETY PHRASES: [S: 2½-]: Keep locked-up and out of reach of children. (*This safety phrase can be omitted from the label when the substance or preparation is sold for industrial use only.*) [S: 26]: In case of contact with eyes, rinse immediately with plenty of water and seek medical advice. [S: 36/37/39]: Wear suitable protective clothing, gloves and eye/face protection. [S: 45]: In case of accident or if you feel unwell, seek medical advice immediately (show label where possible). [S: 51]: Use only in well-ventilated areas.

Hexahydro Triazine Compound:

EC EINECS/ELINCS NUMBER: Proprietary

EC CLASSIFICATION: Harmful (Xn)

EC RISK PHRASES: [R22]: Harmful if swallowed. [R43]: May cause sensitization by skin contact.

CONCENTRATION LIMITS:

AT CONCENTRATIONS GREATER THAN OR EQUAL TO 25%:

HAZARD CLASSIFICATION: [Xn] Harmful

RISK PHRASES: [R: 22]: Harmful if swallowed. [R: 43]: May cause skin sensitization.

AT CONCENTRATIONS EQUAL TO OR MORE THAN 1% AND LESS THAN 25%:

HAZARD CLASSIFICATION: [Xi] Irritating

RISK PHRASES: [R: 43]: May cause skin sensitization.

printed 04/20/2010 1:14PM by epa4267 p. 41/354

EC SAFETY PHRASES: [S: 2X-]: Keep out of reach of children. *(This safety phrase can be omitted from the label when the substance or preparation is sold for industrial use only.)* [S24]: Avoid contact with skin. [S37]: Wear suitable gloves.

15. REGULATORY INFORMATION (Continued)

EUROPEAN COMMUNITY INFORMATION FOR PRODUCT (continued):

EUROPEAN COMMUNITY INFORMATION FOR CONSTITUENTS (continued):

Highly Refined Mineral Oil:
EC EINECS/ELINCS NUMBER: Proprietary
EC CLASSIFICATION: Carcinogenic Substance, Category 2
EC RISK PHRASES: [R45]: May cause cancer.
EC SAFETY PHRASES: [S45]: In case of accident or if you feel unwell, seek medical advice immediately (show label where possible). [S53]: Avoid exposure – obtain special instructions before use.
NOTE L: The classification as a carcinogen need not apply if it can be shown that the substance contains less than 3% DMSO extract, as measured by IP 346.

Sodium Sulfonates:
EC EINECS/ELINCS NUMBER: Proprietary
EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Amine Compound:
EC EINECS/ELINCS NUMBER: 203-049-8
EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

Triacetate Ester:
EC EINECS/ELINCS NUMBER: Proprietary
EC CLASSIFICATION: An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69EC, or 96/54EC.

16. OTHER INFORMATION

PREPARED BY: CHEMICAL SAFETY ASSOCIATES, Inc.
PO Box 3519, La Mesa, CA 91944-3519
619/670-0509

DATE OF PRINTING: September 18, 2007

The information in this sheet has been compiled by Kuwait Petroleum Research & Technology B.V. of Rijswijk, Netherlands, on the basis of the data available to them at the date stated above. The information is for the guidance of customers of the Kuwait Petroleum Group of Companies (being all companies controlled directly or indirectly by Kuwait Petroleum Corporation of Safat, Kuwait) but is not intended as an exhaustive description of the health and safety aspects of the use of the product and in particular the information takes no account of possible reactions of individuals. Customers are responsible for the proper storage, use, an handling of the product and for determining whether the product is fit for the use to which it is put. The information does not describe health and safety aspects of the product once it has been misused or mishandled or when it is mixed with any other product. This document is in accordance with 91/155/EC, 93/112/EC and ISO 11014-1.

1/27/02 Revision: Review and general edit of MSDS. Up-date of exposure limits given for Oil Mist, Mineral and Hexahydro-1,3,5-bis-(2-Hydroxyethyl)-S-Triazine. Up-date of carcinogenic status of Oil Mists, Mineral to the ACGIH Notice of Intended Change to TLV-A2. Addition of information on sensitization effects of some components. Change of HMIS health rating and NFPA Health Rating to "2". Addition of NIOSH respiratory equipment guidelines for Oil Mists, Mineral to Section 8. Addition of European classification throughout the MSDS.
8/8/02 Revision: Up-date of HMIS to new rating criteria, up-date of definition of terms.

DEFINITIONS OF TERMS

A large number of abbreviations and acronyms appear on a MSDS. Some of these which are commonly used include the following:

CAS #: This is the Chemical Abstract Service Number that uniquely identifies each constituent.

EXPOSURE LIMITS IN AIR:

CEILING LEVEL: The concentration that shall not be exceeded during any part of the working exposure.

LOQ: Limit of Quantitation.

MAK: Federal Republic of Germany Maximum Concentration Values in the workplace.

NE: Not Established. When no exposure guidelines are established, an entry of NE is made for reference.

NIC: Notice of Intended Change.

NIOSH CEILING: The exposure that shall not be exceeded during any part of the workday. If instantaneous monitoring is not feasible, the ceiling shall be assumed as a 15-minute TWA exposure (unless otherwise specified) that shall not be exceeded at any time during a workday.

NIOSH REL: NIOSH's Recommended Exposure Limits.

PEL-Permissible Exposure Limit: OSHA's Permissible Exposure Limits. This exposure value means exactly the same as a TLV, except that it is enforceable by OSHA. The OSHA Permissible Exposure Limits are based in the 1989 PELs and the June, 1993 Air Contaminants Rule (Federal Register 58: 35338-35351 and 58: 40191). Both the current PELs and the vacated PELs are indicated. The phrase, "Vacated 1989 PEL," is placed next to the PEL that was vacated by Court Order.

SKIN: Used when a there is a danger of cutaneous absorption.

STEL-Short Term Exposure Limit: Short Term Exposure Limit, usually a 15-minute time-weighted average (TWA) exposure that should not be exceeded at any time during a workday, even if the 8-hr TWA is within the TLV-TWA, PEL-TWA or REL-TWA.

TLV-Threshold Limit Value: An airborne concentration of a substance that represents conditions under which it is generally believed that nearly all workers may be repeatedly exposed without adverse effect. The duration must be considered, including the 8-hour.

DEFINITIONS OF TERMS (Continued)

EXPOSURE LIMITS IN AIR (continued):
TWA-Time Weighted Average: Time Weighted Average exposure concentration for a conventional 8-hr (TLV, PEL) or up to a 10-hr (REL) workday and a 40-hr workweek.
IDLH-Immediately Dangerous to Life and Health: This level represents a concentration from which one can escape within 30-minutes without suffering escape-preventing or permanent injury.

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS: This rating system was developed by the National Paint and Coating Association and has been adapted by industry to identify the degree of chemical hazards.

HEALTH HAZARD:
0 (Minimal Hazard: No significant health risk, irritation of skin or eyes not anticipated. *Skin Irritation:* Essentially non-irritating. PII or Draize = "0". *Eye Irritation:* Essentially non-irritating, or minimal effects which clear in < 24 hours [e.g. mechanical irritation]. Draize = "0". *Oral Toxicity LD_{50} Rat* < 5000 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit* < 2000 mg/kg. *Inhalation Toxicity 4-hrs LC_{50} Rat:* < 20 mg/L.); 1 (Slight Hazard: Minor reversible injury may occur; slightly or mildly irritating. *Skin Irritation:* Slightly or mildly irritating. *Eye Irritation:* Slightly or mildly irritating. *Oral Toxicity LD_{50} Rat:* > 500-5000 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit:* > 1000-2000 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat:* > 2-20 mg/L); 2 (Moderate Hazard: Temporary or transitory injury may occur. *Skin Irritation:* Moderately irritating; primary irritant; sensitizer. PII or Draize > 0, < 5. *Eye Irritation:* Moderately to severely irritating and/or corrosive; reversible corneal opacity; corneal involvement or irritation clearing in 8-21 days. Draize > 0, ≤ 25. *Oral Toxicity LD_{50} Rat:* > 50-500 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit:* > 200-1000 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat:* > 0.5-2 mg/L.); 3 (Serious Hazard: Major injury likely unless prompt action is taken and medical treatment is given; high level of toxicity; corrosive. *Skin Irritation:* Severely irritating and/or corrosive; may destroy dermal tissue, cause skin burns, dermal necrosis. *Eye Irritation:* Corrosive, irreversible destruction of ocular tissue; corneal involvement or irritation persisting for more than 21 days. Draize > 80 with effects irreversible in 21 days. *Oral Toxicity LD_{50} Rat:* > 1-50 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit:* > 20-200 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat:* > 0.05-0.5 mg/L.); 4 (Severe Hazard: Life-threatening; major or permanent damage may result from single or repeated exposure. *Skin Irritation:* Not appropriate. Do not rate as a "4", based on skin irritation alone. *Eye Irritation:* Not appropriate. Do not rate as a "4", based on eye irritation alone. *Oral Toxicity LD_{50} Rat:* ≤ 1 mg/kg. *Dermal Toxicity LD_{50} Rat or Rabbit:* ≤ 20 mg/kg. *Inhalation Toxicity LC_{50} 4-hrs Rat:* ≤ 0.05 mg/L).

FLAMMABILITY HAZARD:
0 (Minimal Hazard-Materials that will not burn in air when exposure to a temperature of 815.5°C [1500°F] for a period of 5 minutes.); 1 (Slight Hazard-Materials that must be pre-heated before ignition can occur. Material require considerable pre-heating, under all ambient temperature conditions before ignition and combustion can occur, including: Materials that will burn in air when exposed to a temperature of 815.5°C (1500°F) for a period of 5 minutes or less; Liquids, solids and semisolids having a flash point at or above 93.3°C [200°F] (e.g. OSHA Class IIIB, or; Most ordinary combustible materials [e.g. wood, paper, etc.]; 2 (Moderate Hazard-Materials that must be moderately heated or exposed to relatively high ambient temperatures before ignition can occur. Materials in this degree would not, under normal conditions, form hazardous atmospheres in air, but under high ambient temperatures or moderate heating may release vapor in sufficient quantities to produce hazardous atmospheres in air, including: Liquids having a flash-point at or above 37.8°C [100°F]; Solid materials in the form of coarse dusts that may burn rapidly but that generally do not form explosive atmospheres; Solid materials in a fibrous or shredded form that may burn rapidly and create flash fire hazards (e.g. cotton, sisal, hemp; Solids and semisolids that readily give off flammable vapors.); 3 (Serious Hazard- Liquids and solids that can be ignited under almost all ambient temperature conditions. Materials in this degree produce hazardous atmospheres with air under almost all ambient temperatures, or, unaffected by ambient temperature, are readily ignited under almost all conditions, including: Liquids having a flash point below 22.8°C [73°F] and having a boiling point at or above 38°C [100°F] and below 37.8°C [100°F] (e.g. OSHA Class IB and IC); Materials that on account of their physical form or environmental conditions can form explosive mixtures with air and are readily dispersed in air (e.g., dusts of combustible solids, mists or droplets of flammable liquids); Materials that burn extremely rapidly, usually by reason of self-contained oxygen (e.g. dry nitrocellulose and many organic peroxides));

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS (continued):
FLAMMABILITY HAZARD (continued):
4 (Severe Hazard-Materials that will rapidly or completely vaporize at atmospheric pressure and normal ambient temperature or that are readily dispersed in air, and which will burn readily, including: Flammable gases; Flammable cryogenic materials; Any liquid or gaseous material that is liquid while under pressure and has a flash point below 22.8°C [73°F] and a boiling point below 37.8°C (100°F) [e.g. OSHA Class 1A; Material that ignite spontaneously when exposed to air at a temperature of 54.4°C [130°F] or below [e.g. pyrophoric]).

PHYSICAL HAZARD:
0 (*Water Reactivity:* Materials that do not react with water. *Organic Peroxides:* Materials that are normally stable, even under fire conditions and will not react with water. *Explosives:* Substances that are Non-Explosive. Unstable *Compressed Gases:* No Rating. *Pyrophorics:* No Rating. *Oxidizers:* No "0" rating allowed. *Unstable Reactives:* Substances that will not polymerize, decompose, condense or self-react.); 1 (*Water Reactivity:* Materials that change or decompose upon exposure to moisture. *Organic Peroxides:* Materials that are normally stable, but can become unstable at high temperature and pressures. These materials may react with water, but will not release energy. *Explosives:* Division 1.5 & 1.6 substances that are very insensitive explosives or that do not have a mass explosion hazard. *Compressed Gases:* Pressure below OSHA definition. *Pyrophorics:* No Rating. 1 (*Oxidizers:* Packaging Group III; Solids: any material that in either concentration tested, exhibits a mean burning time less than or equal to the mean burning time of a 3:7 potassium bromate/cellulose mixture and the criteria for Packing Group I and II are not met. Liquids: any material that exhibits a mean pressure rise time less than or equal to the pressure rise time of a 1:1 nitric acid (65%)/cellulose mixture and the criteria for Packing Group I and II are not met. *Unstable Reactives:* Substances that may decompose, condense or self-react, but only under conditions of high temperature and/or pressure and have little or no potential to cause significant heat generation or explosive hazard. Substances that readily undergo hazardous polymerization in the absence of inhibitors.); 2 (*Water Reactivity:* Materials that may react violently with water. *Organic Peroxides:* Materials that, in themselves, are normally unstable and will readily undergo violent chemical change, but will not detonate. These materials may also react violently with water. *Explosives:* Division 1.4 – Explosive substances where the explosive effect are largely confined to the package and no projection of fragments of appreciable size or range are expected. An external fire must not cause virtually instantaneous explosion of almost the entire contents of the package. *Compressed Gases:* Pressurized and meet OSHA definition but < 514.7 psi absolute at 21.1°C (70°F) (500 psig). *Pyrophorics:* No Rating. *Oxidizers:* Packing Group II Solids: any material that, either in concentration tested, exhibits a mean burning time of less than or equal to the mean burning time of a 2:3 potassium bromate/cellulose mixture and the criteria for Packing Group I are not met. Liquids: any material that exhibits a mean pressure rise time less than or equal to the pressure rise of a 1:1 aqueous calcium chlorate solution (40%)/cellulose mixture and the criteria for Packing Group 1 are not met. *Unstable Reactives:* Substances that may polymerize, decompose, condense, or self-react at ambient temperature under pressure, but have a low potential for significant heat generation or explosion. Substances that readily form peroxides upon exposure to air or oxygen at room temperature); 3 (*Water Reactivity:* Materials that may form explosive reactions with water. *Organic Peroxides:* Materials that are capable of detonation or explosive reaction, but require a strong initiating source, or must be heated under confinement before initiation; or materials that react explosively with water. *Explosives:* Division 1.2 – Explosive substances that have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but do not have a mass explosion hazard. *Compressed Gases:* Pressure ≥ 514.7 psi absolute at 21.1°C (70°F) (500 psig). *Pyrophorics:* No Rating. *Oxidizers:* Packing Group I Solids: any material that, in either concentration tested, exhibits a mean burning time less than the mean burning time of a 3:2 potassium bromate/cellulose mixture. Liquids: Any material that spontaneously ignites when mixed with cellulose in a 1:1 ratio, or which exhibits a mean pressure rise time less than the pressure rise time of a 1:1 perchloric acid (50%)/cellulose mixture. *Unstable Reactives:* Substances that may polymerize, decompose, condense or self-react at ambient temperature and/or pressure and have a moderate potential to cause significant heat generation or explosion.);

printed 04/20/2010 1:14PM by epa4267 p. 44/354

DEFINITIONS OF TERMS (Continued)

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS (continued):

PHYSICAL HAZARD (continued):

4 (Water Reactivity): Materials that react explosively with water without requiring heat or confinement. *Organic Peroxides*: Materials that are readily capable of detonation or explosive decomposition at normal temperature and pressures. *Explosives*: Division 1.1 & 1.2-explosive substances that have a mass explosion hazard or have a projection hazard. A mass explosion is one that affects almost the entire load instantaneously. *Compressed Gases*: No Rating. *Pyrophorics*: Add to the definition of Flammability "4". *Oxidizers*: No "4" rating. *Unstable Reactives*: Substances that may polymerize, decompose, condense or self-react at ambient temperature and/or pressure and have a high potential to cause significant heat generation or explosion.). PPE Rating B: Hand and eye protection is required for routine chemical use. PPE Rating C: Hand, eye, and body protection may be required for routine chemical use.

NATIONAL FIRE PROTECTION ASSOCIATION HAZARD RATINGS:

HEALTH HAZARD: 0 (material that on exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials); 1 (materials that on exposure under fire conditions could cause irritation or minor residual injury); 2 (materials that on intense or continued exposure under fire conditions could cause temporary incapacitation or possible residual injury); 3 (materials that can on short exposure could cause serious temporary or residual injury); 4 (materials that under very short exposure could cause death or major residual injury).

FLAMMABILITY HAZARD AND REACTIVITY HAZARD: Refer to definitions for "Hazardous Materials Identification System".

FLAMMABILITY LIMITS IN AIR:

Much of the information related to fire and explosion is derived from the National Fire Protection Association (NFPA). Flash Point - Minimum temperature at which a liquid gives off sufficient vapors to form an ignitable mixture with air. Autoignition Temperature: The minimum temperature required to initiate combustion in air with no other source of ignition. LEL - the lowest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source. UEL - the highest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source.

TOXICOLOGICAL INFORMATION:

Human and Animal Toxicology: Possible health hazards are derived from human data, animal studies, or from the results of studies with similar compounds are presented. Definitions of some terms used in this section are: LD_{50} - Lethal Dose (solids & liquids) which kills 50% of the exposed animals; LC_{50} - Lethal Concentration (gases) which kills 50% of the exposed animals; ppm concentration expressed in parts of material per million parts of air or water; mg/m^3 concentration expressed in weight of substance per volume of air; mg/kg quantity of material, by weight, administered to a test subject, based on their body weight in kg.

TOXICOLOGICAL INFORMATION (continued):

Other measures of toxicity include TDLo, the lowest dose to cause a symptom and TCLo the lowest concentration to cause a symptom; TDo, LDLo, and LDo, or TC, TCo, LCLo, and LCo, the lowest dose (or concentration) to cause lethal or toxic effects. Cancer Information: The sources are: IARC - the International Agency for Research on Cancer; NTP - the National Toxicology Program, RTECS - the Registry of Toxic Effects of Chemical Substances, OSHA and CAL/OSHA. IARC and NTP rate chemicals on a scale of decreasing potential to cause human cancer with rankings from 1 to 4. Subrankings (2A, 2B, etc.) are also used.

Other Information: BEI - ACGIH Biological Exposure Indices, represent the levels of determinants which are most likely to be observed in specimens collected from a healthy worker who has been exposed to chemicals to the same extent as a worker with inhalation exposure to the TLV.

ECOLOGICAL INFORMATION:

EC is the effect concentration in water. BCF = Bioconcentration Factor, which is used to determine if a substance will concentrate in lifeforms which consume contaminated plant or animal matter. TL_m = median threshold limit; Coefficient of Oil/water Distribution is represented by log K_{ow} or log K_{oc} and is used to assess a substance's behavior in the environment.

REGULATORY INFORMATION:

U.S. and CANADA:

This section explains the impact of various laws and regulations on the material.

ACGIH: American Conference of Governmental Industrial Hygienists, a professional association which establishes exposure limits.

EPA is the U.S. Environmental Protection Agency. NIOSH is the National Institute of Occupational Safety and Health, which is the research arm of the U.S. Occupational Safety and Health Administration (OSHA). WHMIS is the Canadian Workplace Hazardous Materials Information System. DOT and TC are the U.S. Department of Transportation and the Transport Canada, respectively. Superfund Amendments and Reauthorization Act (SARA); the Canadian Domestic/Non-Domestic Substances List (DSL/NDSL); the U.S. Toxic Substance Control Act (TSCA); Marine Pollutant status according to the DOT; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund); and various state regulations. This section also includes information on the precautionary warnings which appear on the material's package label. OSHA - U.S. Occupational Safety and Health Administration.

EUROPEAN and INTERNATIONAL:

The BFG: This is the Federal Republic of Germany's Occupation Health Agency, similar to the U.S. OSHA. EC is the European Community (formerly known as the EEC, European Economic Community). EINECS: This is the European Inventory of Now-Existing Chemical Substances. The ARD is the European Agreement Concerning the International Carriage of Dangerous Goods by Road and the RID are the International Regulations Concerning the Carriage of Dangerous Goods by Rail.

Attachment C
Insurance Policies
Response to Question (16)

	Policy year 5/28/1999-10/1/2000:	Policy year 10/1/2000 – 10/1/2001
First $1M (Fronting policy)	**Policy A1:**	**Policy B1:**
	o Insurer name: Reliance National Indemnity Company	o Insurer name: Pacific Employers Insurance Company
	o Address: 77 Water Street, New York, NY 10005	o Address: 1601 Chestnut Street, Philadelphia PA
	o Insured name: Delphi Automotive Systems Corporation	o Insured name: Delphi Automotive Systems Corporation
	o Insured address: 5725 Delphi Drive, Troy, MI 48098	o Insured address: 5725 Delphi Drive, Troy, MI 48098
	o Commencement/expiration dates of policy: 5/28/99 to 10/1/00	o Commencement/expiration dates of policy: 10/1/00 to 10/1/01
	o Pollution exclusion clause: Yes	o Pollution exclusion clause: Yes
	o Coverage/exclusion for sudden, non-sudden, or both: Coverage by endorsement for short-term pollution events caused by named perils; excludes waste disposal sites	o Coverage/exclusion for sudden, non-sudden, or both: Coverage by endorsement for short-term pollution events caused by named perils; excludes waste disposal sites
$50M excess $1M fronting policy	**Policy A2: Umbrella liability policy**	**Policy B2: Umbrella liability policy**
	o Insurer name: Allianz Underwriters Insurance Company	o Insurer name: Allianz Underwriters Insurance Company
	o Address: 3400 Riverside Drive, Suite 3400, Burbank CA 91505	o Address: 3400 Riverside Drive, Suite 3400, Burbank CA 91505
	o Insured name: Delphi Automotive Systems Corporation	o Insured name: Delphi Automotive Systems Corporation

	o Insured address: 1405 West Long Lake Road, Troy, MI	o Insured address: 1405 West Long Lake Road, Troy, MI
	o Commencement/expiration dates of policy: 5/28/99 to 10/1/00	o Commencement/expiration dates of policy: 5/28/99 to 10/1/00
	o Pollution exclusion clause: Yes (follow form and explicit)	o Pollution exclusion clause: Yes (follow form and explicit)
	o Coverage/exclusion for sudden, non-sudden, or both: Follow form - Coverage by endorsement for short-term pollution events caused by named perils; excludes waste disposal sites	o Coverage/exclusion for sudden, non-sudden, or both: Follow form - Coverage by endorsement for short-term pollution events caused by named perils; excludes waste disposal sites
$50M excess $50M	**Policy 2: Excess insurance**	
	o Insurer name: Winterthur International America Insurance Company	
	o Address:	
	o Insured name: Delphi Automotive Systems Corporation	
	o Insured address: 5725 Delphi Drive, Troy MI 48098	
	o Commencement/expiration dates of policy: 5/28/99 to 10/1/02	
	o Pollution exclusion clause: Yes (follow form)	
	o Coverage/exclusion for sudden, non-sudden, or both: Follow form - Coverage by endorsement for short-term pollution events caused by named perils; excludes waste disposal sites	
$100 M excess $100 M	**Policy 3: Excess insurance**	
	o Insurer name: North American Specialty Insurance Company	
	o Address:	
	o Insured name: Delphi Automotive Systems Corporation	
	o Insured address: 1450 West Long Lake Road, Troy MI	
	o Commencement/expiration dates of policy: 5/28/99 to 10/1/02	
	o Pollution exclusion clause: Yes (follow form and explicit)	
	o Coverage/exclusion for sudden, non-sudden, or both: Follow form - Coverage by endorsement for short-term pollution events caused by named perils; excludes waste disposal sites	

Reliance Nati al Indemnity Compar

A Reliance Group Holding Company
Home Office: Madison, Wisconsin
Administrative Office: 77 Water Street, New York, NY 10005

Renewal of NEW

NGB0155969 00 — Policy #

COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

Named Insured and P.O. Address (No., Street, Town, County, State, Zip)

DELPHI AUTOMOTIVE SYSTEMS CORPORATION
5725 DELPHI DRIVE
TROY, MI 48098

Producer Code, Name and Address

81268
AON RISK SERVICES, CO.
500 RENAISSANCE CENTER
SUITE 1700
DETROIT, MI 48243

Policy Period: From 5/28/99 **To:** 10/01/00
at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description:

AUTOMOTIVE DISTRIBUTOR

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE 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
Commercial Property Coverage Part	$ NOT COVERED
Commercial General Liability Coverage Part	$ 34,453.00
Commercial Crime Coverage Part	$ NOT COVERED
Commercial Inland Marine Coverage Part	$ NOT COVERED
Commercial Automobile Coverage Part	$ NOT COVERED
	$
	$
	$
TOTAL	$ 34,453.00

Premium shown is payable: $ at inception; $ 1st Anniversary; $ 2nd Anniversary

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE SCHEDULE A - SCHEDULE OF FORMS AND ENDORSEMENTS

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Jeffrey A. Welikson
Secretary

President

Countersigned by Authorized Representative _____ Date 8/12/99

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENT, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission. Copyright, Insurance Services Offices, Inc. 1983, 1984

RN 00 P002 01 0496

9/8/99 LPJ

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NEW: _____
Renewal of Number *

ISSUE DATE: 8/12/99

Policy Number MGB0155969 00

Named Insured and Mailing Address (No. Street, Town or City, County, State, Zip Code) *
DELPHI AUTOMOTIVE SYSTEMS CORPORATION
5725 DELPHI DRIVE
TROY, MI 48098

Policy Period *: From 5/28/99 to 10/01/00
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 THE 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 Products - Completed Operations)	$ 20,000,000	
Products - Completed Operations Aggregate Limit	$ 20,000,000	
Personal and Advertising Injury Limit	$ 1,000,000	
Each Occurrence Limit	$ 1,000,000	
Fire Damage Limit	$ 0	Any One Fire
Medical Expense Limit	$ 10,000	Any One Person

RETROACTIVE DATE (CG 00 02 only)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any shown, here: (Enter Date or "None" if no Retroactive Date applies)

NONE

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES

Form of Business:
☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)

Business Description *:
AUTOMOTIVE DISTRIBUTOR

Location of All Premises You Own, Rent or Occupy:
AS PER SCHEDULE ON FILE WITH COMPANY

PREMIUM

Classification	Code No.	Premium Basis	Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
SEE COMPOSITE RATE ENDORSEMENT						$ 34,453
				Total Advance Premium		$ 34,453

Premium shown is payable *: $ at Inception; $ 1st Anniversary: $ 2nd Anniversary

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue **:

SEE SCHEDULE A - SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: *

By _____ *
Authorized Representative

* Entry optional if shown in Common Policy Declarations.
** Forms and Endorsements applicable to this coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc. 1982, 1984

JDL 1900(2)-0 (Ed. 11-85)

(The Attaching Clause need be com, ..ted only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(6-78)

ENDORSEMENT

This endorsement, effective on 5/28/99 at 12:01 A.M. standard time, forms a part of

Policy No. NGB0155969 00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to DELPHI AUTOMOTIVE SYSTEMS CORPORATION

Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0001	07/98	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	04/98	NUCLEAR ENERGY LIABILITY EXCLUSION
GU207	06/78	ENDT # 1 Waiver of Insurers Right Subrogation
GU207	06/78	ENDT # 2 Named Insured
GU207	06/78	ENDT # 3 Who is an Insured Amendment
GU207	06/78	ENDT # 4 Fellow Employee Exclusions Deleted
GU207	06/78	ENDT # 5 Policy Territory Amendment
GU207	06/78	ENDT # 6 Batch Clause
GU207	06/78	ENDT # 7 Amendment of Duties in the event Offense, Claim, or Suit
GU207	06/78	ENDT # 8 Errors and Unintentional Omissions
GU207	06/78	ENDT # 9 Expected or Intended Injury
GU207	06/78	ENDT # 10 Incidental Malpractice
GU207	06/78	ENDT # 11 Premises Legal Liability Extension
GU207	06/78	ENDT # 12 Blanket Additional Insured - As Required by Contract
GU207	06/78	ENDT # 13 Pollution Coverage - Named Perils & Time Element
GU527	11/98	NOTICE TO POLICY HOLDER
CG0054	03/97	AMENDMENT OF POLLUTION EXCLUSION EXCEPTION FOR BUILDING HEATING EQUIPMENT

(The Attaching Clause need be comp ed only when this endorsement is issued s quent to preparation of the policy.)

GU 207
(6-78)

ENDORSEMENT A

This endorsement, effective on 5/28/99 at 12:01 A.M. standard time, forms a part of

Policy No. NGB0155969 00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to DELPHI AUTOMOTIVE SYSTEMS CORPORATION

Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0055	03/97	AMENDMENT OF OTHER INSURANCE CONDITION (OCCURRENCE VERSION)
CG0224	10/93	EARLIER NOTICE OF CANCELLATION PROVIDED BY US (FOR USE WITH CGL, LIQUOR, POLLUTION AND PCO
CG0428	07/98	POLLUTION EXCLUSION-NAMED PERIL LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT
CG0429	07/98	POLLUTION EXCLUSION-LIMITED EXCEPTION FOR SHORT-TERM PO LLUTION EVENT
GL00R03200	08/93	ASBESTOS EXCLUSION
GL00R07100	06/94	COMPOSITE RATE ENDORSEMENT
GL00R08101	02/99	DEDUCTIBLE LIABILITY COVERAGE (ALAE PAID BY YOU)
GL00R34400	08/95	ASBESTOS EXCLUSION
GL00R34900	09/95	WATERCRAFT EXCLUSION
IL0258	04/98	ARIZONA CHANGES - CANCELLATION AND NONRENEWAL
IL0260	12/87	CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL
IL0237	04/98	DELAWARE CHANGES - TERMINATION PROVISIONS
CG0220	03/98	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
IL0262	04/98	GEORGIA CHANGES - CANCELLATION AND NONRENEWAL
CG0200	04/87	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IL0263	04/98	KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL
CG0125	08/97	LOUISIANA CHANGES - INSURING AGREEMENT

(The Attaching Clause need be com, ated only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(6-78)

ENDORSEMENT A

This endorsement, effective on 5/28/99 at 12:01 A.M. standard time, forms a part of

Policy No. NGB0155969 00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to DELPHI AUTOMOTIVE SYSTEMS CORPORATION

Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0126	08/97	LOUISIANA CHANGES - COVERAGE B PERSONAL INJURY LIABILITY
IL0277	02/94	LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL
CG0201	02/86	MARYLAND CHANGES
IL0245	04/98	MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL
CG2650	12/98	MISSOURI CHANGES MEDICAL PAYMENTS
IL0274	04/98	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
IL0269	04/98	NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
CG0109	11/85	KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS
IL0179	04/94	OKLAHOMA NOTICE
IL0236	04/98	OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL
IL0279	04/98	OREGON CHANGES - CANCELLATION AND NONRENEWAL
IL0246	04/98	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL0910	01/81	PENNSYLVANIA NOTICE
IL0249	06/89	SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IL0250	04/98	TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL
CG0103	10/93	TEXAS CHANGES - CONDITIONS REQUIRING NOTICE
IL0168	09/92	TEXAS CHANGES - DUTIES
IL0275	06/95	TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES & COM'L PKG POL

(The Attaching Clause need be com ed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(6-76)

ENDORSEMENT

This endorsement, effective on 5/28/99 at 12:01 A.M. standard time, forms a part of

Policy No. NGB0155969 00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to DELPHI AUTOMOTIVE SYSTEMS CORPORATION

Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0179	02/87	VIRGINIA CHANGES - AUTO/MOBILE EQUIPMENT AND NONOWNED WATERCRAFT
CG2647	05/98	VIRGINIA CHANGES - AMENDMENT OF POLLUTION EXCLUSION
IL0138	01/99	VIRGINIA CHANGES

CG 00 01 07 98

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 Section II—Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V—Definitions.

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 the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. 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 Section III—Limits Of Insurance; 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—Coverage 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. **Expected Or Intended Injury**

   "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. **Contractual Liability**

   "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) That the insured would have in the absence of the contract or agreement; or

   (2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

   (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

   (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

   c. **Liquor Liability**

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

Copyright, Insurance Services Office, Inc., 1997

(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.

d. **Workers' Compensation And Similar Laws**

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

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

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

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold,

Copyright, Insurance Services Office, Inc., 1997

store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a government authority.

g. **Aircraft, Auto Or Watercraft**

"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".

h. **Mobile Equipment**

"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 for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"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.

Copyright, Insurance Services Office, Inc., 1997

j. **Damage To Property**

"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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III—Limits Of Insurance.

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. **Damage To Your Product**

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

l. **Damage To Your Work**

"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. **Damage To Impaired Property Or Property Not Physically Injured**

"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. **Recall Of Products, Work Or Impaired Property**

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:

(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.

o. **Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III—Limits Of Insurance.

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 and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at

Copyright, Insurance Services Office, Inc., 1997

our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III—Limits Of Insurance; 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 "personal and advertising injury" caused by an offense arising out of your business 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 and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

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

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

(4) Arising out of a criminal act committed by or at the direction of any insured;

(5) 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;

(6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section; or

(10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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 administered at the time of an accident;

Copyright, Insurance Services Office, Inc., 1997

(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

1. We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

a. All expenses we incur.

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 the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. 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.

d. 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 $250 a day because of time off from work.

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

f. 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.

g. 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.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

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

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

(c) Notify any other insurer whose coverage is available to the indemnitee; and

Copyright, Insurance Services Office, Inc., 1997

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of Section I—Coverage A—Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damages" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

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. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, 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 either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

Copyright, Insurance Services Office, Inc., 1997

(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, joint venture or limited liability company, 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;

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 and 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, joint venture or limited liability company 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 and 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 Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

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 Insurance 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**

Copyright, Insurance Services Office, Inc., 1997

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, Offense, 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.

   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 or settlement of the claim or defense against the "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 insured will, except at that insured's 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:

      (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

         (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

         (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

         (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion g. of Section I — Coverage A—Bodily Injury And Property Damage Liability.

      (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for

Copyright, Insurance Services Office, Inc., 1997

which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". 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.

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 period 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. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or

Copyright, Insurance Services Office, Inc., 1997

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

         (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. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "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.

9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   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.

   Paragraph f. does not include that part of any contract or agreement:

   (1) That indemnifies a railroad 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, road-beds, tunnel, underpass or crossing;

   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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

   (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed

Copyright, Insurance Services Office, Inc., 1997

in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "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".

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

    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; or

            (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.

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

14. "Personal and advertising injury" means injury, including consequential "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, committed 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;

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

    f. The use of another's advertising idea in your "advertisement"; or

    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

Copyright, Insurance Services Office, Inc., 1997

a. 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. However, "your work" will be deemed completed at the earliest of the following times:

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

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

(c) 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.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

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

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "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 of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "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.

21. "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.

Copyright, Insurance Services Office, Inc., 1997

printed 04/20/2010 1:14PM by epa4267 p. 66/354

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

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 04 98

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
EMPLOYMENT-RELATED PRACTICES 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
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, 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" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "special nuclear material" or "by-product material".

Copyright, Insurance Services Office, Inc., 1997

"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".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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.

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 1997

NOTICE TO POLICYHOLDER

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The Inspections and Surveys condition in your policy has been expanded by addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. The provisions specified as inapplicable are those stipulating that:

- Inspections, surveys, reports or recommendations do not warrant that conditions are safe, healthful or in compliance with laws, regulations, codes or standards; and
- The insurer is not obligated to make inspections, surveys, reports or recommendations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 00 54 03 97

AMENDMENT OF POLLUTION EXCLUSION EXCEPTION FOR BUILDING HEATING EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

Subparagraph (1)(a) of the Pollution exclusion under paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I Coverages) is replaced by the following:

This insurance does not apply to:

POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Copyright, Insurance Services Office, Inc., 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 00 55 03 97

AMENDMENT OF OTHER INSURANCE CONDITION (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph 4.b. of the Other Insurance Condition (Section IV Commercial General Liability Conditions) is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(c) 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).

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under COVERAGES A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." 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.

Copyright, Insurance Services Office, Inc., 1996

CL 64(
(10-93)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 24 10 93

EARLIER NOTICE OF CANCELLATION PROVIDED 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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5/28/99 12:01 A.M. standard time	Policy No. NGB0155969 00
Named insured DELPHI AUTOMOTIVE SYSTEMS	Countersigned by (Authorized Representative)

SCHEDULE

Number of Days' Notice 120

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

CG 04 28 07 98

POLLUTION EXCLUSION—NAMED PERIL LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces exclusion f. under paragraph 2., Exclusions of Section I—Coverage A—Bodily Injury And Property Damage Liability:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided the "short-term pollution event" would not have taken place but for a "named peril" having occurred, and you notified us of the "short-term pollution event" as soon as practicable but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dis-

Copyright, Insurance Services Office, Inc., 1997

persed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided the "short-term pollution event" would not have taken place but for a "named peril" having occurred, and you notified us of the "short-term pollution event" as soon as practicable but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to Definitions:

1. "Named Peril" means:

a. Lightning, windstorm or earthquake;

b. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, a vessel, machinery, equipment, or other similar apparatus or device (other than an "auto"), including any attached piping, pumps or valves, if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear; or

c. Vandalism or malicious mischief by someone other than an insured.

2. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and

d. Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy provisions a. through d. of this definition to be considered a "short-term pollution event".

3. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 04 29 07 98

POLLUTION EXCLUSION—LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces exclusion f. under paragraph 2., Exclusions of Section I—Coverage A—Bodily Injury And Property Damage Liability:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged,

Copyright, Insurance Services Office, Inc., 1997

dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to Definitions:

1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";

d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;

e. Does not originate from an "underground storage tank"; and

f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional exclusion applies:

This insurance does not apply to bodily injury, property damage, personal injury or advertising injury arising out of the actual, alleged or threatened:

1. Inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos; or
2. Use of asbestos in your work or your product or the work or product of any person or organization for whom you may be legally responsible; or
3. Exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by you or any person or any organization for whom you may be legally responsible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE ENDORSEMENT

POLICY NUMBER: NGB0155969 00

POLICY PERIOD:
From 5/28/99 To: 10/01/00

AGENCY NUMBER: 81268

Named Insured: DELPHI AUTOMOTIVE SYSTEMS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

PREMIUM BASIS	EXPOSURE BASIS	RATE	MINIMUM PREMIUM
REVENUES	$26,900,000	1.28078	$34,453

DEFINITION OF PREMIUM BASIS:

PER 1,000 OF REVENUES

THE FOLLOWING IS ADDED TO THE PREMIUM AUDIT CONDITION:

THE PREMIUM FOR THIS COVERAGE IS COMPUTED ON A COMPOSITE BASIS. THE EARNED PREMIUM WILL BE COMPUTED BASED ON THE EXPOSURE AND RATE SHOWN IN THE SCHEDULE.

WE WILL RETAIN THE PREMIUM DEVELOPED FOR ANY ANNUAL POLICY PERIOD THAT IS SHOWN IN THE SCHEDULE.

WE MAY AUDIT AT ANY TIME DURING THE POLICY PERIOD, AT OUR DISCRETION OR AT THE REQUEST OF THE FIRST NAMED INSURED, FOR PURPOSES OF CHANGING THE RATE TO REFLECT THE EFFECT OF SUBSTANTIAL EXPOSURE CHANGES WHICH WOULD NOT OTHERWISE BE FULLY REFLECTED BY THE RATES SHOWN IN THE SCHEDULE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE
(Allocated Loss Adjustment Expenses Paid By You)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5/28/99 12:01 A.M. standard time	Policy No. BGB 0155969 00
Named Insured DELPHI AUTOMOTIVE SYSTEMS	Countersigned by [signature] (Authorized Representative)

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$	per "claim"
	$	per "occurrence"
Property Damage Liability	$	per "claim"
	$	per "occurrence"
Bodily Injury Liability and Property Damage Liability Combined	$	per "claim"
	$ 1,000,000.	per "occurrence"
Personal and Advertising Injury	$ 1,000,000.	per "claim"
	$	per any one person or organization
Damage To Premises Rented To You (or Fire Damage if indicated as such in your policy)	$	per premises (or per fire if indicated as such in your policy)
Medical Expenses	$	per person
Deductible Aggregate	$ 20,000,000.	

(If no entry appears in the Schedule above, information required to complete this endorsement will be shown in the Declarations as applicable to this Endorsement.)

The Policy is changed as follows:

I. **DEDUCTIBLE**

A. Our obligation under the Policy to pay damages on behalf of any Insured applies only to the amount of damages in excess of any deductible amounts stated in the above Schedule as applicable to such coverages. The Limits of Insurance set forth in the Declarations applicable to this Endorsement for such coverages will be reduced by the amount of such deductible. The "Aggregate" Limits of Insurance stated in the Declarations of the Policy for such coverages shall be reduced by the application of such deductible amount.

B. If the policy period is longer than one year, the Deductible Aggregate amount applies separately to each policy year. Each policy year begins with the inception or anniversary date of the policy and ends at the earlier of the next anniversary date or the expiration of the policy.

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend any "suit" seeking those damages; and

2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. The deductible amounts stated in the above Schedule on a "per claim" basis, a "per occurrence" basis, a per "any one person or organization" basis, "per premises" (or "per fire" if indicated as such in your policy) basis and as an "Aggregate" apply as follows:

1. **PER CLAIM BASIS** – If the deductible is on a "per claim" basis, the deductible amount applies:

a. Under the Bodily Injury Liability or Property Damage Liability coverage, respectively:

(i) To all damages because of "bodily injury" sustained by one person, or

(ii) To all damages because of "property damage" sustained by one person or organization, as the result of any one "occurrence."

b. Under Bodily Injury Liability and Property Damage Liability coverage combined, to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence."

c. Under the Personal and Advertising Injury coverage, to all damages because of all "personal injury" and all "advertising injury" (or "personal and advertising injury" if defined as such in your policy) sustained by one person or organization.

2. **PER OCCURRENCE BASIS** – If the deductible is on a "per occurrence" basis, the deductible amount applies:

a. Under Bodily Injury Liability or Property Damage Liability Coverage, respectively:

(i)To all damages because of "bodily injury" as the result of any one "occurrence", or

(ii) To all damages because of "property damage" as the result of any one "occurrence"

regardless of the number of persons or organizations who sustain damages because of that "occurrence."

b. Under Bodily Injury Liability and Property Damage Liability Coverage combined, to all damages because of "bodily injury" and "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence."

3. **DEDUCTIBLE AGGREGATE** – If a "Deductible Aggregate" is shown in the above Schedule:

a. When as a result of the application of deductibles, the total of all deductibles paid by you exceeds the amount shown as "Deductible Aggregate" in the above Schedule, we will then pay for all damages that would otherwise be payable without applying any further deductibles, but the amount we will pay is limited as described under all provisions of the Policy applying to the Limits of Insurance.

b. The "Deductible Aggregate" amount applies separately to each Policy year. Each Policy year:

(i) begins with the inception or anniversary date of the Policy; and

(ii) ends at the next anniversary date or the expiration of the Policy.

II. ALLOCATED LOSS ADJUSTMENT EXPENSES

"Allocated Loss Adjustment Expenses" do not reduce the Deductible amount stated in the above Schedule and shall be paid by you in addition to the Deductible amounts. "Allocated Loss Adjustment Expenses" shall not reduce the applicable Limit of Insurance shown in the policy.

"Allocated Loss Adjustment Expenses" is defined as those expenses under the "Supplementary Payments" section of the policy which we directly allocate to a particular claim or "suit".

III. OUR RIGHT TO REIMBURSEMENT

When we pay all or any part of any Deductible shown in the Schedule, you must promptly reimburse us for: a) the Deductible or that part of the Deductible amount paid by us, and b) all "Allocated Loss Adjustment Expenses" we incur in accordance with Section II hereof.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Upon notification of payment by us, you will promptly reimburse us for any such amounts that we have paid. If you fail to reimburse us, or fail to provide us with any security or collateral in an amount or form as we may require, we may treat such failure as non-payment of premium and we may, at our option, cancel this Policy by mailing or delivering to you not less than ten days advance written notice stating when the cancellation is to take effect. Any resulting return premium may be applied to the reimbursement amounts due.

We may mutually agree upon a final payment amount to satisfy your present and future payment obligations under this Deductible Liability Coverage Endorsement. Payment by you of such amount will end your obligations to make payments to us under that endorsement.

All other terms, conditions and exclusions of the policy (including any other endorsements thereto) not inconsistent with the provisions of this endorsement remain in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following additional exclusion applies:

This insurance does not apply to "bodily injury" or " property damage" arising out of the actual, alleged or threatened:

1. Inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos; or
2. Use of asbestos in your work or your product or the work or product of any person or organization for whom you may be legally resposible
3. Exposure to asbestos or products containing asbestos which are at any time removed from a building or structure, transported, handled, stored, treated, disposed of, processed or manufactured by you or any person or organization for whom you may be legally responsible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WATERCRAFT EXCLUSION AMENDMENT

Commercial General Liability Coverage Part

Paragraph (2)(a) of Exclusion 2.g. **Aircraft, Auto or Watercraft** (Section I - Coverages) is deleted and replaced by the following:

(a) Less than fifty one (51) feet long; and

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 58 04 98

ARIZONA 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
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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. The following is added to the Cancellation Common Policy Condition (and applies except in situations where B., below, applies):

7. **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 policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

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

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

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

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part or the Farm Property—Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form provides coverage for:

1. real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or

2. personal property (except business or farm personal property) of a person residing in such real property;

Copyright, Insurance Services Office, Inc., 1997

the following provisions apply (instead of those provided in item A. above) with respect to cancellation of such coverage:

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

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or presenting a claim under the policy;

d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or

g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, 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 of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where D., below, applies):

NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.

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

3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:

a. We or a company within the same insurance group has offered to issue a renewal policy; or

b. You have obtained replacement coverage or agreed in writing to do so.

D. If the Commercial Property Coverage Part or the Farm Property—Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form provides coverage for:

1. real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or

2. personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in item C. above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.

2. If either one of the following occurs, we are not required to provide notice of nonrenewal:

a. You have agreed to nonrenewal; or

b. You have accepted replacement coverage.

3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

E. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

Copyright, Insurance Services Office, Inc., 1997

d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

   a. The present policy will remain in effect until the earlier of the following:

      (i) 60 days after the date of mailing or delivery of the notice; or

      (ii) The effective date of replacement coverage obtained by the first Named Insured.

   b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

      (i) The rates applicable to the terminated policy; or

      (ii) The rates presently in effect.

   c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 60 12 87

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.

   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.

Copyright, Insurance Services Office, Inc., 1987

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 37 04 98

DELAWARE CHANGES—TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. With respect to the:

Farm Property-Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; and Commercial Property Coverage Part;

If the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. 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 along with the reasons for 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 60 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 made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

   (3) Discovery of willful or reckless acts or omissions on your part 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 Delaware insurance laws; or

   (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

2. The following Condition is added:

   NONRENEWAL

   a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

   b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be

Copyright, Insurance Services Office, Inc., 1997

mailed or delivered to the first Named Insured at the last mailing address known to us.

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

3. If Cancellation Changes CP 02 98 is attached to the Commercial Property Coverage Part, paragraph E.2. of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M;

COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L;

COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K;

COMMERCIAL GENERAL LIABILITY COVERAGE FORM;

COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM;

COMMERCIAL PROPERTY—MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM;

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

FARM LIABILITY COVERAGE FORM;

LIQUOR LIABILITY COVERAGE FORM;

POLLUTION LIABILITY COVERAGE FORM;

PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM; and

PROFESSIONAL LIABILITY COVERAGE FORM;

the following Condition is added and supersedes any other condition 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, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

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

3. If notice of nonrenewal is mailed, it will be sent by certified mail.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 20 03 98

FLORIDA CHANGES—CANCELLATION AND NONRENEWAL

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

2. **Cancellation Of Policies In Effect**

a. **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, accompanied by the reasons for cancellation, at least:

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

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. **For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 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 of the other reasons stated in paragraph 2.b.

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 the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered 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.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 82 04 98

GEORGIA 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 INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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 stating a future date on which the policy is to be cancelled, 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. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

   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. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:

5. Premium Refund

   a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

   b. If we cancel, the refund will be pro rata, except as provided in c. below.

   c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

   d. If the first Named Insured cancels, the refund may be less than pro rata.

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

C. 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

Copyright, Insurance Services Office, Inc., 1997

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. Except as applicable as described in paragraph D. below, 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.

D. The following provisions apply to insurance covering residential real property only provided under the:

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the Cancellation Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium, whether payable to us or to our agent;
   b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

   We may cancel by providing notice to the first named insured at least:

   - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   - 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

Copyright, Insurance Services Office, Inc., 1997

CL 228a
(4-87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 00 04 87

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

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. 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 to 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 supersedes 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.

Copyright, Insurance Services Office, Inc., 1987

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 63 04 98

KENTUCKY 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 GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

2. **Cancellation Of Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

7. **Cancellation Of 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 for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of 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) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which 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 insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

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

NONRENEWAL

Copyright, Insurance Services Office, Inc., 1997

1. For the purpose of this Condition:
   a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 25 08 97

LOUISIANA CHANGES—INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I—Coverages, Coverage A—Bodily Injury And Property Damage Liability is replaced with the following:

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 the insured against 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 Section III—Limits Of Insurance; 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. Paragraph 1.a. of Section I—Coverages, Coverage B—Personal And Advertising Injury Liability is replaced with the following:

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 insurance applies. We will have the right and duty to defend the insured against 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 Section III—Limits Of Insurance; 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.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 26 08 97

LOUISIANA CHANGES—COVERAGE B—PERSONAL INJURY LIABILITY ONLY (ADVERTISING INJURY LIABILITY NOT INCLUDED) (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION ONLY)

A. The Declarations Page(s) are changed to replace Coverage B—Personal And Advertising Injury with Coverage B—Personal Injury.

B. Coverage B—Personal And Advertising Injury Liability of Section I—Coverages is replaced by the following:

COVERAGE B—PERSONAL INJURY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against 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 Section III—Limits Of Insurance; 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 "personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you 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":

      (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 the 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;

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

      (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

   b. Any loss, cost or expense arising out of any:

      (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

      (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

C. Paragraph 4. of Section III—Limits of Insurance is replaced by the following:

   4. Subject to 2. above, the Personal Injury Limit is the most we will pay under Coverage B for all damages because of all "personal injury" sustained by any one person or organization.

D. The definition of "advertising injury" in the Definitions Section does not apply.

Copyright, Insurance Services Office, Inc., 1997

printed 04/20/2010 1:14PM by epa4267 p. 99/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JL 02 77 02 94

LOUISIANA 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), or public employee dishonesty (Coverage Forms O and P).

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

2. NOTICE OF CANCELLATION

a. CANCELLATION OF POLICIES IN EFFECT FOR FEWER THAN 60 DAYS AND NOT RENEWALS

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. CANCELLATION OF RENEWAL POLICIES AND NEW 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 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 by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;

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

(6) The insured's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under this item 2.b., to the first Named Insured at least:

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

(b) 20 days before the effective date of cancellation if we cancel for a reason described in 2.b.(2) through (7) above.

5. PREMIUM REFUND

If this policy is cancelled, we will send the first

Copyright, Insurance Services Office, Inc., 1993
Copyright, ISO Commercial Risk Services, Inc., 1993

CL 227a
(2-86)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 01 02 86

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.

Copyright, Insurance Services Office, Inc., 1984, 1985

printed 04/20/2010 1:14PM by epa4267 p. 101/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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. **Policies In Effect**

   a. **Less Than 90 Days**

   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. **90 Days Or More**

   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 commis-

Copyright, Insurance Services Office, Inc., 1997

sioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

(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:

FARM COVERAGE PART

1. If this Coverage Part covers buildings used for residential purposes and has been:

   a. In effect for at least 60 days, or

   b. Renewed by us,

   Paragraphs **A.2.** and **A.6.** of the **Cancellation Common Policy Condition** do 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.

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. The notice of cancellation will contain the reason for cancellation.

2. When this Coverage Part covers buildings used for residential purposes 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** except for Paragraph **A.2.**, and is not subject to Paragraph **B.** or Paragraph **C.1.** of this endorsement. Under this item, **C.2.**, Paragraph **A.2.** of the **Cancellation Common Policy Condition** is replaced by the following:

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

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.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 26 50 12 98

MISSOURI CHANGES—MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of **Coverage C. Medical Payments** is replaced with the following:

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. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and

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

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 74 04 98

MISSOURI 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 PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART—EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM CP 00 40
COMMERCIAL PROPERTY—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM CP 00 70
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART;

the following Cancellation and Nonrenewal provisions apply:

1. 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, stating the actual reason for cancellation, at least:

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

   b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

      (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

      (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

      (3) We become insolvent; or,

      (4) We involuntarily lose reinsurance for this policy.

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

NONRENEWAL

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

   a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for non-

Copyright, Insurance Services Office, Inc., 1997

renewal, at least sixty days prior to the effective date of the nonrenewal.

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

C. With respect to the:

COMMERCIAL PROPERTY COVERAGE PART

FARM PROPERTY—OTHER FARM PROVISIONS

FORM—ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS COVERAGE FORM

FARM— LIVESTOCK COVERAGE FORM

FARM—MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

the Cancellation Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

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, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
   a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
   b. 30 days before the effective date of this action if 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:
   a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
   b. Any other action will state the effective date of that action.
5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action 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.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 69 04 98

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
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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. 58-41-30;

(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

Copyright, Insurance Services Office, Inc., 1997

violation of the laws of North Carolina; or

(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.

Copyright, Insurance Services Office, Inc., 1997

CL 205
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 09 11 85

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.

Copyright, Insurance Services Office, Inc., 1984

GU 473
(4-94)

IL 01 79 04 94

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

Copyright, Insurance Services Office, Inc., 1993
Copyright, ISO Commercial Risk Services, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 36 04 98

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 INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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.

Copyright, Insurance Services Office, Inc., 1997

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.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 79 04 98

OREGON 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 GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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. If this policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, 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) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

(4) Substantial breach of contractual duties, conditions or warranties;

(5) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(6) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) BUSINESSOWNERS POLICY;

(3) COMMERCIAL AUTOMOBILE COVERAGE PART;

(4) COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K;

(5) COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L;

(6) COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M;

(7) COMMERCIAL GENERAL LIABILITY COVERAGE PART;

(8) COMMERCIAL PROPERTY COVERAGE PART—LEGAL LIABILITY COVERAGE FORM;

(9) COMMERCIAL PROPERTY COVERAGE PART—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM;

Copyright, Insurance Services Office, Inc., 1997

(10) EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART;

(11) FARM COVERAGE PART—FARM LIABILITY COVERAGE FORM;

(12) LIQUOR LIABILITY COVERAGE PART;

(13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART; or

(14) PROFESSIONAL LIABILITY COVERAGE PART.

B. Paragraph 3. of the Cancellation Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the Cancellation Common Policy Condition:

7. **Number of Days' Notice of Cancellation**

a. With respect to insurance provided under 2.c.(1) through (14) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under 2.c.(1) through (14) above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the Cancellation Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. **Nonrenewal**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 30 days after the first Named Insured receives our notice.

2. **Mailing Of Notices**

If notice of cancellation or nonrenewal is mailed, a Post Office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 46 04 98

PENNSYLVANIA 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 GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY 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. 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 writing or giving notice of cancellation.

2. **Cancellation Of Policies 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 30 days before the effective date of cancellation.

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 policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

   b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

   c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

Copyright, Insurance Services Office, Inc., 1997

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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

1. **Nonrenewal**

   If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. **Increase Of Premium**

   If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1997

IL 09 10 (Ed. 01 81)/WC 37 06 02/HO-291 (Ed. 01 81)

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice or gross negligence.

Copyright, Insurance Services Office, Inc., 1981

printed 04/20/2010 1:14PM by epa4267 p. 117/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 49 06 89

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

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, 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 and agent's last known addresses.

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

7. CANCELLATION OF POLICIES IN EFFECT FOR 90 DAYS OR MORE

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

   a. Nonpayment of premium;

   b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

   c. 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;

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

   e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

   Prior to cancellation for reasons permitted in this item e., we will notify the Commissioner, in writing, at least sixty days prior to such cancellation and the Commissioner will, within thirty days of such notification, approve or disapprove such action.

   Any notice of cancellation will state the precise reason for cancellation.

C. 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 of nonrenewal to the first Named Insured and agent, if any, at least 30 days before:

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

   b. An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term.

   However, we will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Any notice of nonrenewal will state the precise reason for nonrenewal.

Copyright, Insurance Services Office, Inc., 1988, 1989
Copyright, ISO Commercial Risk Services, Inc., 1988, 1989

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 50 04 98

TENNESSEE 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 PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

   The refund will be pro rata if:

   a. We cancel; or

   b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

   The refund may be less than pro rata if the first Named Insured cancels the policy.

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

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

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 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, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
2. Your conviction of a crime increasing any hazard insured against;
3. Discovery of fraud or material misrepresentation on the part of either of the following:
   a. You or your representative in obtaining this insurance; or
   b. You in pursuing a claim under this policy;
4. Failure to comply with written loss control recommendations;
5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;
7. Your violation or breach of any policy terms or conditions; or
8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

C. 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 of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
   a. We have offered to issue a renewal policy; or
   b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

Copyright, Insurance Services Office, Inc., 1997

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the Premiums Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 03 10 93

TEXAS CHANGES – CONDITIONS REQUIRING NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With regard to Bodily Injury and Property Damage Liability, unless we are prejudiced by the Insured's or your failure to comply with the requirement, any provision of this Coverage Part requiring you or any Insured to give notice of "occurrence," claim or "suit" or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will not bar coverage under this Coverage Part.

Copyright, Insurance Services Office, Inc., 1992

GU 474
(9-92)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 68 09 92

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
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
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5/28/99 12:01 A.M. standard time	Policy No. NGB0155569 00
Named Insured DELPHI AUTOMOTIVE SYSTEMS	Countersigned by [signature]

(Authorized Representative)

The following is added to the DUTIES Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 75 08 95

TEXAS CHANGES—CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

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

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

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—FARM LIABILITY COVERAGE FORM
FARM COVERAGE PART—LIVESTOCK COVERAGE FORM
FARM COVERAGE PART—MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
GLASS COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

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

(1) Fraud in obtaining coverage;

(2) Failure to pay premiums when due;

(3) An increase in hazard within the control of the insured which would produce an increase in rate;

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

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

Copyright, Insurance Services Office, Inc., 1995
Copyright, ISO Commercial Risk Services, Inc., 1995

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

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This paragraph, 2., applies unless the policy qualifies under paragraph 3. below. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
   a. The first Named Insured; and
   b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

   We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

Copyright, Insurance Services Office, Inc., 1996
Copyright, ISO Commercial Risk Services, Inc., 1995

printed 04/20/2010 1:14PM by epa4267 p. 124/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 79 02 87

VIRGINIA CHANGES – AUTO/MOBILE EQUIPMENT AND NON OWNED 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 semi-trailer 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 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

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.

Copyright, Insurance Services Office, Inc., 1986

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 28 47 05 98

VIRGINIA CHANGES—AMENDMENT OF POLLUTION EXCLUSION—EXCEPTION FOR BUILDING HEATING EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph (1)(a) of Exclusion f. under paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I—Coverages) is replaced by the following:

This insurance does not apply to:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Copyright, Insurance Services Office, Inc., 1997

printed 04/20/2010 1:14PM by epa4267 p. 126/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA 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. Paragraphs **2.**, **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 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. Paragraph **3.** of the **Inspections And Surveys** Common Policy Condition is replaced by the following:

3. Paragraphs **1.** and **2.** of this condition apply 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.

C. 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.

Copyright, Insurance Services Office, Inc., 1998

COMMERCIAL GENERAL LIABILITY INSURANCE
NOTICE TO POLICYHOLDERS
BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

BROADENINGS OF COVERAGE

CG 00 01 — Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 — Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 — Owners and Contractors Protective Liability Coverage Form
CG 00 33 — Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 — Liquor Liability Coverage Form (Claims-Made Version)
CG 00 37 — Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 — Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 — Pollution Liability Coverage Form (Designated Sites)
CG 00 40 — Pollution Liability Limited Coverage Form (Designated Sites)
CG 04 24 — Coverage for Injury to Leased Workers
CG 28 07 — Principals Protective Liability Coverage

These coverage forms and endorsement CG 28 07 are revised to broaden coverage with respect to liability of leased workers. Two new definitions ("employee" and "leased worker") have been added to give leased workers the same status (both coverage and exclusions) under the CGL program as the traditional employee. Endorsement CG 04 24 provides an optional coverage for the insured's liability for injuries sustained by leased workers while performing duties related to the conduct of the insured's business. A leased worker is defined as "a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. 'Leased worker' does not include a 'temporary worker.'"

CG 00 01 — Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 — Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 37 — Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 — Products/Completed Operations Liability Coverage Form (Claims-Made Version)

These coverage forms have been revised to broaden coverage with respect to the "insured contract" definition. Previously, the exception to paragraph f. applied to any person or organization. There is now coverage for liability assumed in contracts or agreements that indemnify persons or organizations other than a railroad for injury or damage arising out of construction or demolition operations within 50 feet of railroad property and affecting such property.

CG 00 39 — Pollution Liability Coverage Form (Designated Sites)
CG 00 40 — Pollution Liability Limited Coverage Form (Designated Sites)
CG 03 00 — Deductible Liability Insurance
CG 03 06 — Deductible Liability Insurance
CG 28 33 — Voluntary Clean-Up Costs Reimbursement

There is a broadening in coverage forms and endorsements when a loss exceeds the occurrence limit. Previously, deductibles reduced both damages and limits. Under the revised endorsement only damages will be reduced by the deductible.

CG 20 23 — Additional Insured — Executors, Administrators, Trustees or Beneficiaries

This endorsement now provides coverage to executors, administrators, trustees or beneficiaries of an insured's living trust while acting within the scope of their duties as such. Previously, coverage applied only to the estate.

CG 22 65 — Optical and Hearing Aid Establishments

Coverage in this endorsement is broadened to provide that employees of optical and hearing aid establishments will be covered for their liability arising out of rendering or failure to render professional health care services with respect to optometry or optical or hearing aid services.

CG 22 69 — Druggists

Coverage in this endorsement is broadened to provide that employees of druggists will be covered for their liability arising out of rendering or failure to render professional health care services as pharmacists.

Copyright, Insurance Services Office, Inc., 1993

- The Work Completed or Put to Intended Use exclusion is revised to clarify that the exclusion does not apply to another contractor or subcontractor working for the "contractor."
- The mobile equipment exclusion is revised to clarify that liability arising from mobile equipment used to prepare for prearranged racing events is covered. Coverage is still excluded for mobile equipment engaging or preparing to engage in these events.
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are not insureds for "bodily injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)

- The exclusions under Section I now contain titles to provide for easier reading.
- The WHO IS AN INSURED provision is revised to clarify that the Named Insured is a partnership or joint venture, employees are not insureds for "injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The EXTENDED REPORTING PERIOD provision in the claims-made version of this coverage form is editorially revised clarify the language.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 35 – Railroad Protective Liability Coverage Form

- The exclusions under Section I now contain titles to provide for easier reading.
- The DEFINITIONS Section has been revised to add an "executive officer" definition.

CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- The exclusions under Section I now contain titles to provide for easier reading.
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are not insureds for "bodily injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The EXTENDED REPORTING PERIOD provision in the claims-made version of this coverage form is editorially revised to clarify the language.
- The exceptions in the "insured contract" definition are reformatted and numbered in order to provide for easier reading.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 39 – Pollution Liability Coverage Form (Designated Sites)
CG 00 40 – Pollution Liability Limited Coverage Form (Designated Sites)

- The exclusions under Section I now contain titles to provide for easier reading.
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are not insureds for "bodily injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- Under the DUTIES IN THE EVENT OF A POLLUTION INCIDENT, CLAIM OR SUIT Condition, we have added language providing that an insured must notify the insurer of the nature and location of any injury or damage arising out of a "pollution incident."
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – ENDORSEMENTS

CG 02 24 – Earlier Notice of Cancellation Provided By Us (CGL)
CG 28 04 – Earlier Notice of Cancellation Provided By Us (OCP)

These new endorsements replace withdrawn endorsements CG 02 12 and CG 28 28 and provide a mechanism for an earlier notice of cancellation.

CG 20 07 – Additional Insured – Engineers, Architects or Surveyors (CGL)

Copyright, Insurance Services Office, Inc., 1993

CG 27 01 — Supplemental Extended Reporting Period Endorsement (CGL)
CG 27 02 — Exclusion of Specific Accidents, Products, Work or Locations (CGL)
CG 27 03 — Amendment of Section V — Extended Reporting Period for Specific Accidents, Products, Work or Locations
CG 27 04 — Supplemental Extended Reporting Period for Specific Accidents, Products, Work or Locations (CGL)
CG 27 05 — Exclusion of Specific Accidents, Products, Work or Locations (Products)
CG 28 02 — Insured Site Definition (Contractors)
CG 28 03 — Supplemental Extended Reporting Period Endorsement
CG 28 31 — Pollution Exclusion Amendment
CG 28 34 — Supplemental Extended Reporting Period Endorsement
CG 28 35 — Supplemental Extended Reporting Period for Specific Accidents, Products, Work or Locations
CG 29 88 — Waiver or Transfer of Rights of Recovery Against Others To Us (OCP)

These endorsements are revised to incorporate various editorial, reformatting and other changes in order provide for consistency with other forms in the CGL portfolio. Since CG 27 02 and CG 24 04 are being limited for use with only the CGL policy, CG 27 05 has been introduced for use with the Products policy, and CG 29 88 has been introduced for use with the OCP policy.

Copyright, Insurance Services Office, Inc., 1993

NOTICE TO POLICYHOLDERS

BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

GL-95-095FO

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

BROADENINGS OF COVERAGE - COVERAGE FORMS

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- The Supplementary Payments provision in these policies has been revised to increase the maximum daily payment for loss of earnings from $100 per day to $250 per day to more adequately address the earnings of many professions.

- In these policies, the definition of "suit" has been broadened to allow <u>any</u> insured the ability to choose or participate (with the insurer's consent) in certain alternative dispute resolution mechanisms.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- Several revisions have been made to Section II - Who is An Insured in these policies to acknowledge the existence of a new form of business entity known as the limited liability company and by specifying their members and managers as of limited liability companies as insureds.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

RESTRICTIONS IN COVERAGE - MULTISTATE ENDORSEMENTS

- **CG 21 52 – Exclusion – Financial Services**

This new endorsement excludes, from the CGL policy, coverage for certain liability exposures arising out of the rendering of financial services, without infringing upon coverage for a financial-institution's conventional CGL exposure.

- **CG 21 53 – Exclusion – Designated Ongoing Operations**
- **CG 21 54 – Exclusion – Designated Operations Covered by A Consolidated (Wrap-Up) Insurance Program**

These new endorsements exclude coverage for a designated operation, when the designated operation is insured elsewhere or when the insured chooses not to insure a certain operation

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – COVERAGE FORMS

All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. Those changes to each individual coverage form are described below:

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- These policies have been amended to clarify that an insurer <u>investigates and settles</u> claims, and defends <u>insureds</u> against suits.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)

- Paragraph 1.a. of the Insuring Agreement for both Coverage A - Bodily Injury and Property Damage Liability and Coverage B - Personal and Advertising Injury Liability is revised to clarify the intent under the Coverage Form <u>not</u> to defend insureds when no coverage exists under the policy.

- A Pollution exclusion is added to Coverage B - Personal and Advertising Injury Liability to clarify the intent that damages resulting from pollution incidents are not and were never intended to be covered under personal injury or advertising injury coverages under the CGL.

- In addition to minor editorial changes, the Other Insurance Condition in these policies is amended to specify that coverage is excess in situations in which an insured is given permission to occupy a portion of a building without the transfer of rent in the form of money if the insured has fire insurance available to cover such loss.

- Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle <u>not</u> owned or operated

Theses endorsements have been revised to update the list of professional services contained in the forms to conform to standard industry terms.

- CG 20 11 – Additional Insured – Managers or Lessors of Premises

- CG 21 36 – Exclusion – New Entities
- CG 21 37 – Exclusion – Employees as Insureds
- CG 21 42 – Exclusion – Explosion, Collapse and Underground Property Damage Hazard (Specified Operations)
- CG 21 43 – Exclusion – Explosion, Collapse and Underground Property Damage Hazard Specified Operations Excepted)
- CG 21 49 – Total Pollution Exclusion Endorsement
- CG 21 38 – Exclusion – Fiduciary or Representative Liability of Financial Institutions
- CG 21 40 – Exclusion – Medical Payments to Children (Day Care Centers)
- CG 22 56 – Exclusion – Injury to Volunteer Firefighters
- CG 22 57 – Exclusion – Underground Resources and Equipment
- CG 22 63 – Stevedoring Operations Limited Completed Operations Coverage
- CG 24 05 – Financial Institutions (Reporting Provision and Limitation to Fiduciary Interest or Representative Interest)
- CG 24 07 – Products/Completed Operations Hazard Redefined
- CG 24 09 – Governmental Subdivisions
- CG 24 11 – Fiduciaries – Fiduciary Interest
- CG 28 06 – Limitation of Coverage to Insured Premises
- CG 28 33 – Voluntary Clean-Up Costs Reimbursement
- CG 29 61 – Employment-Related Practices Exclusion

Various editorial changes have been made to these endorsements to make the language consistent with those of other forms and endorsements in the CGL program and to reformat for improved readability.

- CG 21 40 – Coverage B – Personal Injury Liability Only (Advertising Injury Liability Not Included) (Occurrence Version)

- CG 21 48 – Coverage B – Personal Injury Liability Only (Advertising Injury Liability Not Included) (Claims-Made Version)

In additional to other editorial changes, a pollution exclusion has been added to these endorsements for personal injury liability to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage. Also, these endorsements have been amended to clarify the intent under the underlying policy not to defend insureds when no coverage exits under the policy.

- CG 22 43 – Exclusion – Engineers, Architects or Surveyors – Professional Liability

Revisions have been made to this endorsement to clarify that it applies only to those Named Insureds who are in the business of providing professional services to others as an architect, engineer or surveyor only, as well as to update the list of professional services contained in the form to conform to standard industry terms.

- CG 22 81 – Exclusion – Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate - Seed Merchants (CGL and Products)
- CG 24 18 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (CGL)
- CG 24 19 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (CGL)

NOTICE TO POLICYHOLDERS

BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

GL-95-095FC

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

BROADENINGS OF COVERAGE - COVERAGE FORMS

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- The Supplementary Payments provision in these policies has been revised to increase the maximum daily payment for loss of earnings from $100 per day to $250 per day to more adequately address the earnings of many professions.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- Several revisions have been made to Section II - Who Is An Insured in these policies to acknowledge the existence of a new form of business entity known as the limited liability company and by specifying their members and managers as insureds.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- An amendment has been made to the Supplementary Payments provision in these policies to provide for the defense of an indemnity and the payment of an indemnitee's defense expenses as Supplementary Payments if certain specific conditions are met.

These new endorsements exclude coverage for a designated operation, when the designated operation is insured elsewhere or when the insured chooses not to insure a certain operation

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – COVERAGE FORMS

All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. Those changes to each individual coverage form are described below:

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- These policies have been amended to clarify that an insurer investigates and settles claims, and defends insureds against suits.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)

- A Pollution exclusion is added to Coverage B – Personal and Advertising Injury Liability to clarify the intent that damages resulting from pollution incidents are not and were never intended to be covered under personal injury or advertising injury coverages under the CGL.

- In addition to minor editorial changes, the Other Insurance Condition in these policies is amended to specify that coverage is excess in situations in which an insured is given permission to occupy a portion of a building without the transfer of rent in the form of money if the insured has fire insurance available to cover such loss.

- Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle not owned or operated by the named insured and to more clearly state that products or operations that are subject to the General Aggregate Limit are excluded form products-completed operations coverage.

CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle not owned or operated by the named insured and to more clearly state that products or operations that are subject to the Aggregate Limit are excluded form products-completed operations coverage.

In additional to other editorial changes, a pollution exclusion has been added to these endorsements for personal injury liability to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage.

- **CG 22 43 – Exclusion – Engineers, Architects or Surveyors – Professional Liability**

Revisions have been made to this endorsement to clarify that it applies only to those Named Insureds who are in the business of providing professional services to others as an architect, engineer or surveyor only, as well as to update the list of professional services contained in the form to conform to standard industry terms.

- **CG 22 81 – Exclusion – Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate - See Merchants (CGL and Products)**
- **CG 24 18 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (CGL)**
- **CG 24 19 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (CGL)**
- **CG 24 20 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (Products)**
- **CG 24 21 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (Products)**

The above new endorsements have been created to clarify the intent of the coverage provided under the Seed Merchants classifications

- **CG 22 48 – Exclusion – Insurance and Related Operations**

This endorsement has been modified to add additional activities that may be performed by today's insurance operations. Additionally, editorial revsions have been made for clarification and to improve readability.

- **CG 22 79 – Exclusion – Contractors – Professional Liability**

This new endorsement is introduced to clarify the policy's coverage intent to exclude coverage for the professional liability of a construction contractor who is acting in the capacity of an architect, engineer or surveyor or who has provided an architect, engineer or surveyor with professional services in connection with work performed.

- **CG 25 05 – Personal Injury Liability**

In additional to other editorial changes, a pollution exclusion has been added to this endorsement to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage.

FLORIDA RULE 4-75.001
FLORIDA RULE 38F 44.05

AVAILABILITY OF CONSULTATIVE SERVICES

State law requires that you be informed that the company issuing this policy can provide you with risk management services to help you operate your business more safely. These services include guidelines for establishing your own Risk Management Plan, as well as additional information for identifying and controlling loss/injury causing areas of your business operation. This information is available for the insurance coverages provided in this policy, at no charge.

To take advantage of this opportunity, please contact your agent, in writing, asking to have the company begin the risk management process.

NOTICE TO POLICYHOLDERS

FLORIDA

FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-441-1552
CONSUMER RELATIONS
RELIANCE INSURANCE COMPANIES
THREE PARKWAY
PHILA., PA 19102-1376

UG 106s
(8-92)

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the Guaranty Association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, Minnesota 55435
(612) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to $300,000. This limit does not apply to workers' compensation insurance. Protection by the Guaranty Association is subject to other substantial limitations and exclusions. If your claim exceeds the Guaranty Association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY OR LIABILITY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY OR LIABILITY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

NOTICE TO POLICYHOLDERS

MISSOURI

For information, or to make a complaint, call:

1-800-441-1652

Consumer Relations
Reliance Insurance Companies
Three Parkway
Philadelphia, Pennsylvania 19102-1376

NGB0155969 00 5/28/99

FN 24 R002 00 0393

UG 117
(9-93)

OKLAHOMA FRAUD WARNING ENDORSEMENT

The following is hereby made part of this policy:

WARNING

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TENNESSEE NOTICE TO INSURED

** EFFECTIVE

POLICY NUMBER EGB0155969 00

POLICY PERIOD FROM: 5/28/99 TO: 10/01/00

AGENCY NUMBER 81268

NAME OF INSURED AND ADDRESS DELPHI AUTOMOTIVE SYSTEMS

5725 DELPHI DRIVE TROY, MI 48098

AGENCY NAME AND ADDRESS AON RISK SERVICES, CO.

500 RENAISSANCE CENTER SUITE 1700

DETROIT, MI 48243

IN THE EVENT YOU NEED TO CONTACT SOMEONE ABOUT THIS POLICY PLEASE CONTACT YOUR AGENT SHOWN ABOVE. IF YOU HAVE ADDITIONAL QUESTIONS, YOU MAY CONTACT THE INSURANCE COMPANY ISSUING THIS POLICY AT THE FOLLOWING ADDRESS:

TELEPHONE:

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Reliance Insurance Group Consumer Relations' toll-free telephone number for information or to make a complaint at:

1-800-441-1652

You may also write to Reliance Insurance Consumer Relations:

Three Parkway
Philadelphia, PA 19102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

#080159969 00 5/28/99

ILNF 65 16 06 92 TX
RN 42 N014 00 0193

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de Reliance Insurance Group Consumer Relations' para informacion o para someter una queja al

1-800-441-1652

Usted tambien puede escribir a Reliance Insurance Group Consumer Relations:

Three Parkway
Philadelphia, PA 19102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-262-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Dear Insured:

Your insurance coverage is offered through one of the member insurance companies of The Reliance Insurance Group. The Reliance Insurance Companies recognize that minimizing the exposure to loss is a major concern for each policyholder. We maintain a fully staffed Loss Control Department which can assist you in identifying and reducing such loss exposures. If you are interested in obtaining more information on the nature of these loss control services, please contact your insurance producer or:

Mr. William Maddie
Reliance National
Texas Commerce Towers
2200 Ross Avenue - Suite 4900E
Lock Box 114
Dallas, Texas 75201

Please contact me if you require any other information.

IMPORTANT INFORMATION TO POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

Consumer Relations Department
Reliance Insurance Companies
Three Parkway
Philadelphia, PA 19102-1376

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance at:

Property and Casualty Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-800 552-7945
1-804-371-9741 (out-of-state)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance have your policy number available.

INSURANCE PROGRAM AGREEMENT

This **INSURANCE PROGRAM AGREEMENT** ("**Agreement**"), effective May 28,1999, between **Delphi Automotive Systems Corporation**, a ~~Michigan~~ Delaware corporation ("**Insured**") and the following insurance companies:

DR 12/10/99

Reliance National Indemnity Company

United Pacific Insurance Company

(collectively and individually referred to as: "**Company**").

WHEREAS, the **Insured** has applied for insurance under the **Policies** of insurance issued by the **Company** and rated in accordance with the Rating Basis shown in Schedule A to this **Agreement**;

WHEREAS, the **Company** has agreed to issue the **Policies** in accordance with the Rating Basis shown in Schedule A to this **Agreement**; and

WHEREAS, the **Company** has contracted with a separate **Claims Service Company** to handle claims for the **Insured** under the **Policies** issued by the **Company**.

WHEREAS, in consideration for the issuance of the **Policies** by the **Company**, the **Insured** has agreed to make **Payments** to the **Company** as defined herein, and has agreed to provide the **Company** with security for such **Payments** as more fully described in such **Policies** and herein.

NOW THEREFORE, the **Insured** and the **Company** agree as follows:

ARTICLE I. Definitions

A. "**Allocated Loss Adjustment Expenses**" - Expenses for investigating, adjusting and defending claims directly allocated to a particular claim, including, but not limited to, the following expenses incurred under the **Policies**, whether or not such expenses evolve out of litigation or possible litigation in determining the liability of the **Company**:

- Attorneys Fees
- Court Costs
- Interest
- Filing Fees
- Professional Photographs
- Medical Records
- Medical Examinations
- Expert Rehabilitation Costs
- Accident Reconstruction
- Architects, Contractors, Engineers
- Police, Fire, Coroner, Weather, or other such reports
- Property Damage Appraisals
- Extraordinary costs for witness statements
- Official documents and transcripts
- Sub Rosa Investigation
- Court Reporters
- Fees for services of process
- Pre- and post-judgment interest paid
- Chemists
- Collection costs payable to third parties on subrogation
- Managed Care

Allocated Loss Adjustment Expenses shall not include expenses known as "**Unallocated Loss Adjustment Expenses.**"

B. **"Claims Service Company"** - The claims administrator designated or approved by the **Company**.

C. **"Insured's Obligations" - Payments the Insured** is or as estimated by the **Company** will be required to pay under this **Agreement** or the **Policies** whether now existing or hereafter arising. **Insured's Obligations** include, but are not limited to:

1. **Ultimate Losses;**

2. **Unallocated Loss Adjustment Expenses** to the extent permitted under the **Policies;**

3. expenses incurred in seeking recovery of **Paid Losses** from a third party;

4. all premiums under the **Policies** and, to the extent permitted by law, state premium taxes, surcharges and assessments attributable to **Policies; and**

5. all other amounts the **Insured** has agreed to pay pursuant to this **Agreement** or in any other agreement between the **Insured** and the **Company.** For the purpose of this definition **"Insured"** shall include each affiliate of the **Insured** named in any **Policy.**

Insured's Obligations shall be reduced by reimbursements and other payments made by the **Insured,** and reduced by salvage and subrogation actually recovered.

D. **"Paid Losses"** - Amounts paid as benefits or damages, or **Allocated Loss Adjustment Expenses** arising under the **Policies. Paid Losses** shall be limited however, not to exceed the amounts specified as payable to, or on behalf of, the **Company** in the applicable retrospective premium endorsement, self-insured retention endorsement, or deductible endorsement.

E. **"Policies"** - The insurance policy contracts issued by the **Company** to the **Insured** together with all endorsements, extensions or renewals thereof and replacements and additions thereto.

F. **"Payments"** - Amounts paid to reimburse the **Company** for **Paid Losses** consistent with the **Policies** or to make other expenditures under this **Agreement** are referred to as **Payments.**

G. **"Unallocated Loss Adjustment Expenses"** - Costs of investigation, administration, adjustments, settlement or defense of claims or suits under the **Policies** by the **Company's** salaried employees or any **Claim Service Company**, other than **"Allocated Loss Adjustment Expenses,"** including, but not limited to:

- Salaries of the **Company's** Adjusters;
- **Claims Service Company** contract fees;
- Travel Expenses of **Company** or **Claims Service Company** employees;
- Any overhead expenses of **Company** or **Claims Service Company**.

H. "Ultimate Losses" – **Paid Losses** plus loss reserves within the retrospective premium endorsement, self-insured retention endorsement, or deductible endorsement, plus **Allocated Loss Adjustment Expenses** (paid and reserved), multiplied by loss development factors. From the inception date of this **Agreement** until the 60th month, standard insurance industry loss development factors will be applied. Thereafter, provided that the **Insured's** loss experience is actuarially credible, the **Insured's** own loss development factors will be calculated using actual loss experience and applied.

I. **Other Terms:** Unless otherwise provided in this **Agreement** or unless the context requires otherwise, terms used in this **Agreement** shall have the meanings attributed to them in the **Policies** or the **Company's** applicable statistical or rating plans.

ARTICLE II. Payments By Insured

A. Premium Payments: The **Insured** agrees to make premium payments in accordance with Schedule B forming a part of this **Agreement** and the **Policies** in Schedule A.

B. State Premium Taxes, Surcharges and Assessments: To the extent permitted by law, the **Insured** agrees to pay state premium taxes, surcharges and assessments attributable to the **Policies** not included as premium under the **Company's** rating plan (including any additional amounts which may become due because of a state's reinterpretation of the applicable law or regulation).

C. Funding for **Paid Losses:** The **Insured** agrees to fund and pay for **Paid Losses** in accordance with ARTICLE III of this **Agreement.**

D. **Unallocated Loss Adjustment Expenses:** The Insured agrees to be responsible for and pay **Unallocated Loss Adjustment Expenses** to the extent permitted under the **Policies** and Claims Service Agreement between the **Company** and the **Claims Service Company**.

ARTICLE III. Funding for Paid Losses

A. Direct Payment of Paid Losses: The **Insured** shall establish an account for the payment of Paid **Losses** by the **Claims Service Company** in accordance with the Claims Service Agreement entered into between the **Company** and **Claim Service Company** and the terms of such **agreement** shall be incorporated by reference herein. The **Insured** shall continue to fund and maintain the account.

ARTICLE IV. Offset

The **Insured** and the **Company** may offset any balance(s) due from one party to the other under the terms of this **Agreement,** and subsequent agreements relating to this subject matter or any of the **Policies** (including any subsequent policies issued to the **Insured** by the **Company**) and grants a continuing first priority security interest in any amounts due from the**Company** to the **Insured.**

ARTICLE V. Security for Insured's Obligations

A. Security for the **Insured's Obligations:** As security for the **Insured's Obligations,** and for performance of all of its obligations and duties hereunder, the **Insured shall** deliver to the **Company** on or before the effective date of the **Agreement,** a letter of credit, surety bonds, or other collateral in an amount and form acceptable to the**Company ("Collateral").** The **Insured** hereby pledges to the **Company** and grants to the **Company** a possessory security interest in the **Collateral,** any proceeds of **Collateral** and any return premiums as security for all of the **Insured's Obligations** and for performance of all of the **Insured's** obligations and duties hereunder.

B. Letter of Credit: Any letter of credit shall:

1. be clean, unconditional and irrevocable;

2. expire one year from date of issue or such other date as may be agreed to by the **Company;**

3. be issued or confirmed by a Federal Reserve member bank on the approved list of the Securities Valuation Office of the National Association of Insurance Commissioners ("NAIC") with an office for presentment and payment in New York City, New York acceptable to the **Company.** If the issuing bank is subsequently removed from the NAIC list, the **Insured** must provide **Company** with a replacement letter of credit issued by an approved bank upon the earliest of the following events: expiration, automatic yearly extension, renewal, modification, or extension of the letter of credit;

4. name as Beneficiary each insurance **Company** defined in the parties clause of this **Agreement** as **"Company"; and**

5. be automatically renewable for successive annual periods unless the issuing bank gives the **Company** at least sixty (60) days advance notice of its intention not to renew;

and in other respects be in form and substance acceptable to the **Company**.

C. Initial Amount of **Collateral**: The initial amount of required **Collateral** is listed in Table II of Schedule B. The **Company** may require **Collateral** in an amount in excess of the initial amount in accordance with paragraph D below.

D. Subsequent Determination of **Collateral**:

1. The required amount of **Collateral** shall be determined by the **Company** at least annually using the following formula:

	Insured's Obligations for all **Policies**
Less:	**Paid Losses** and any other required payments for all **Policies**
Equals:	Required amount of **Collateral**

2. If it is determined that the amount of the required **Collateral** should be increased by applying the formula from D.1 above, the **Insured** will secure the difference between the increased amount of the **Collateral** required and the **Collateral** currently held by the **Company** by:

   a. obtaining an amendment to an existing letter of credit;

   b. obtaining an additional letter of credit; or

   c. providing other **Collateral**;

   acceptable to the **Company** within thirty (30) days of receipt of a written notice of the increase from the **Company**.

3. If it is determined that the amount of the required **Collateral** may be decreased, by applying the formula from D.1 above the **Insured** with the **Company's** prior written consent may:

   a. replace the existing **Collateral** with new **Collateral** in an amount, form and source acceptable to the **Company**; or

   b. obtain an amendment to the existing **Collateral** to decrease the amount of the existing **Collateral** to the amount of the required **Collateral**.

E. Replacement of Expiring **Collateral**: Not less than thirty (30) days prior to the termination or expiration of any **Collateral**, the **Insured** will deliver to **Company** replacement **Collateral** as required by this Article to be effective on or before the termination or expiration of the terminating or expiring **Collateral.**

F. Continuing **Collateral** Requirement: The **Insured** will continue to provide the **Company with Collateral** in accordance with this Article as security for the payment of **Insured's Obligations** until it has been determined, as provided in D. above, that there is no longer any need for such security. The **Insured** recognizes that the **Company** may continue to require **Collateral** as security for the payment of the **Insured's Obligations** after any cancellation, non-renewal or replacement of the **Policies.**

G. **Company's Actions** and Rights: The **Company** may take such action with respect to the **Collateral** as the **Company** may reasonably determine to be necessary to protect and preserve its interest in the **Collateral.**

H. Excess **Collateral:** To the extent the **Insured** has provided **Collateral**, or **Payments By Insured** under Article II., to the **Company** which exceeds the amount of the **Insured's Obligations**, the **Company** shall pay over to the Insured any excess funds remaining.

ARTICLE VI. Default

A. Events of Default: Any one or more of the following shall be a default under this **Agreement:**

1. failure of the **Insured** to make any payment when due including payment to any **Claims Service Company** or loss deposit fund as required under this **Agreement**, other agreements between the **Insured** and the **Company** or any of their affiliates or subsidiaries, or the **Policies;**

2. failure of the **Insured** to provide the **Company** with a replacement or additional letter of credit or other **Collateral** as required by this **Agreement**, or any other agreement between the **Insured** and the **Company** or any of their affiliates or subsidiaries;

3. **Insured's** breach of any warranty, covenant, duty or provision of this **Agreement** or any other agreement between the **Insured** and the **Company** or any of their affiliates or subsidiaries or with any **Claims Service Company**, or the **Policies** or any material misrepresentation by the **Insured** in its application or submission for the **Policies;** provided the **Insured** is given thirty (30) days written notice of such breach and the breach is not cured during that time.

4. **Insured's** dissolution or other termination of existence, insolvency, forfeiture of the right to do business or business failure; or appointment of a receiver or trustee for any part of the property of the **Insured**; or the calling of any meeting of, or the assignment for the benefit of creditors by the **Insured**; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the **Insured** or any guarantor or surety for **Insured**; or

5. any levy, seizure, attachment, execution or similar process on any of the property of the **Insured**; or the rendering of any money judgment against the **Insured** which remains unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; or the occurrence of any event such that any indebtedness of the **Insured** for borrowed money could be accelerated; or the **Insured's** entering into any forbearance agreement with any creditor.

B. Acceleration: In the event of any default under clauses 1 or 4 of paragraph A above, the entire amount of the **Insured's Obligations**, whether liquidated, determined, or estimated, shall immediately be due and payable.

C. **Company's** Options In Event of Default: In the event of any default under paragraph A above, the **Company** may at its discretion do any one or more of the following cumulatively without waiving any rights it may have under this **Agreement** or by law. The **Company's** right to exercise these options or any other rights under this **Agreement** shall not be limited by the submission of any dispute to Arbitration:

1. make a determination of **Insured's Obligations**;

2. (to the extent an acceleration is not already in effect under paragraph B above) declare the entire amount of the **Insured's Obligations**, whether liquidated, determined, or estimated immediately due and payable;

3. enforce its rights up to the full amount of the **Collateral**;

4. cancel any **Policies** in force for non-payment as permitted by law;

5. grant any waiver, indulgence or release to any other person obligated to the **Company** for the **Insured's Obligations**;

6. exercise any and all rights available to the **Company** under any applicable agreement or as may be provided by law including but not limited to the rights of a secured creditor under the Uniform Commercial Code; or

7. issue an endorsement deleting the deductible or retrospective premium endorsement from the **Policies**, recalculate and re-bill in accordance with the **Company's** full premium guaranteed cost rating plan. The premium will immediately be due and owing.

D. Use of **Collateral** in Event of Draw Down: In the event the**Company** exercises its rights to any **Collateral**, it agrees to use any amounts realized to reduce the amount of the**Insured's Obligations** outstanding and to apply any excess towards any future **Insured's Obligations** that may arise. Each year, following the anniversary date of the**Insured's** insurance program, the **Company** shall provide the **Insured** with a statement of the estimated amount of the **Insured's Obligations**. When the **Company** determines that it no longer requires any funds to secure the **Insured's Obligations**, it shall pay over to the **Insured** any excess funds remaining.

ARTICLE VII. Indemnification

The **Insured** shall unconditionally indemnify and hold the **Company** harmless against any costs or expenses, including reasonable attorney's fees, incurred directly or indirectly by the **Company** in collecting any amounts due under this **Agreement**.

ARTICLE VIII. Term and Termination

A. Term: This **Agreement** shall continue in force until terminated in accordance with paragraph C below.

B. Cancellation of **Policies**: The expiration, or cancellation by either the **Insured** or the **Company**, of the **Policies** will not terminate this **Agreement**. In the event of cancellation of any of the **Policies**, the premium for such **Policies** shall be determined in accordance with those provisions of the **Policies** relating to cancellation. All other provisions of this **Agreement** shall apply until the **Agreement** terminates.

C. Conditions for Termination: This **Agreement** will terminate:

1. when the **Insured's Obligations** have been satisfied under the terms of this Agreement; or

2. by written mutual agreement of the **Insured** and the **Company**.

D. Return of **Collateral**: Upon termination of this **Agreement** by satisfaction of the **Insured's Obligations**, the **Company** shall return to the **Insured** the remaining **Collateral**, if any, securing obligations under this **Agreement**.

ARTICLE IX. Miscellaneous Terms

A. APPLICABLE LAW: THE RIGHTS OF THE PARTIES TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO NEW YORK'S RULES ON CONFLICT OF LAWS.

B. Waiver: The failure of the **Company** to insist on strict compliance with this **Agreement**, or to exercise any right or remedy shall not constitute a waiver of any rights provided under this **Agreement**, nor stop the parties from thereafter demanding full and complete compliance nor prevent the parties from exercising such a remedy in the future.

C. Notices and Service of Process:

1. Any notices given with regard to this **Agreement** (other than the **Company's** notices or invoices with respect to amounts due hereunder) shall be sent to the following addresses by U.S. mail or any other means calculated to provide notice:

To the Company:

Reliance National Insurance Company
77 Water Street, New York, NY 10005
Attn: William Watson
Risk Management Division

To the Insured:

Delphi Automotive Services Corporation
Timberland Office Park
1450 West Long Lake
Troy, MI 48098
Attn: Mr. Graham ~~Richard~~ Rudolph, Risk Manager

2. For the purposes of enforcing the terms of Article VIII and confirming any arbitral award made pursuant thereto, the parties hereby consent to the exclusive jurisdiction of either the U.S. District Court or State Court for the Southern District of New York or the Supreme Court of the State of New York, County of New York. For purposes of service of process related to disputes governed by this **Agreement** only, the parties agree to accept service of process by personal delivery, registered or certified U.S. mail or overnight courier/delivery service to the addresses specified above.

D. Severability: If any provision hereof is or shall at any time be deemed invalid and unenforceable then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

E. Entire Agreement: This **Agreement** constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any other previous agreements or quotations, whether written or oral, between the

Company and the **Insured**, unless specifically referred to within this **Agreement**. This Agreement may be amended, altered, or modified only in writing signed by both parties.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this **Agreement**.

Insured: Delphi Automotive Systems Corporation

By:

Title: RISK MGR.

Date: 7/10/00

Witness:

Company: Reliance National Indemnity Company, United Pacific Insurance Company

By:

Title: Sr. V.P.

Date: 12-6-99

Witness:

SCHEDULE A

Policies Subject to the Insurance Program Agreement

between

Reliance National Indemnity Company
United Pacific Insurance Company

(the "Company")

and

Delphi Automotive Systems Corporation

(the "Insured")

Effective: May 28,1999

COVERAGE	POLICY NUMBER	ISSUING COMPANY	EFFECTIVE DATE	RATING BASIS
Auto Liability	NKA0155971-00	RNID	5-28-99	Deductible
Auto Liability	NKA0155970-00	RNID	5-28-99	Deductible
General Liability	NGB0155969-00	RNID	5-28-99	Deductible
Workers' Compensation/ Employers' Liability	NWA0155968-00	United Pacific Insurance Co.	5-28-99	Deductible
Workers' Compensation/ Employers' Liability	NWA0155967-00	RNID	5-28-99	Deductible
Excess Workers' Compensation	NXC0155966-00	RNID	5-28-99	Guaranteed Cost

SCHEDULE B

To the Insurance Program Agreement

between

Reliance National Indemnity Company

United Pacific Insurance Company

(the "Company")

and

Delphi Automotive Systems Corporation

(the "Insured")

Effective: May 28,1999

TABLE I - PAYMENT SCHEDULE

Premium Amount Due	Due Date
$144,399.77	7-15-99
$36,840	7-28-99
$36,840	8-28-99
$36,840	9-28-99
$36,840	10-28-99
$36,840	11-28-99
$36,840	12-28-99
$36,840	1-28-00
$36,840	2-28-00
$36,840	3-28-00
$36,840	4-28-00

TABLE II - INITIAL AMOUNT OF REQUIRED COLLATERAL

$3,290,000

ACE USA

General Liability Policy – Declarations

- ☐ Bankers Standard Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☐ Century Indemnity Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☐ ACE Fire Underwriters Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☐ ACE American Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☐ ACE Property and Casualty Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☐ Indemnity Insurance Company of North America
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☐ Insurance Company of North America
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484
- ☒ Pacific Employers Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484

POLICY IDENTIFICATION

HDO	G20307043

NAMED INSURED AND ADDRESS

Delphi Automotive Systems Corporation
5725 Delphi Drive
Troy, MI 48098

POLICY IS : New OF

NAMED INSURED IS : Corporation

BUSINESS OF INSURED : Mfg. & Distribute Auto Parts

POLICY PERIOD : FROM 10/01/2000 TO 10/01/2001
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : None

PAYMENT FREQUENCY : Annual

PAYMENT SCHEDULE : See Endorsement

TOTAL ADVANCE PREMIUM: $ 60,000

PREMIUMS RESULTING FROM AUDIT ARE NOT INCLUDED IN THE ABOVE.

DECLARATIONS – GENERAL LIABILITY POLICY Page 2

PC Y IDENTIFICATION

HDO | 620307043

COVERAGES AND LIMITS OF INSURANCE

In return for the payment of premium indicated above, we agree with you to provide the following coverage(s) at the limits shown, subject to all of the terms and conditions of this policy.

Coverage Form:

	Limits of Insurance
COMMERCIAL GENERAL LIABILITY	
General Aggregate Limit (other than Products/ Completed Operations)	$ 20,000,000
Products/Completed Operations Aggregate Limit	$ 20,000,000
Personal & Advertising Injury Limit	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage Limit (any one fire)	$ N/A
Medical Expense Limit (any one person)	$ 10,000
Employee Benefits Liability	
Each Claim	$
Aggregate	$
	$
	$
	$

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

According to Schedule on File with Company

POLICY IDENTIFICATION

HDO 020307043

DECLARATIONS – GENERAL LIABILITY POLICY Page 3

SCHEDULE OF COVERAGES

COVERAGE PART:

Location Number	Coverage	Class Code/ Classification Description	Premium Basis	Exposure	Rate	Premium
All	Premises Incl. Prods and/or Compl. Ops		Products - completed operations are subject to the General Aggregate Limit		$ Flat Charge	$ 60,000
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$

TOTAL PREMIUM FOR THIS COVERAGE PART $60,000

When used as a premium basis the following code definitions apply:

A - Area - Per 1,000 square feet of area
C - Total Cost - per $1,000 of total cost
D - If Any
E - Admissions - per 1,000 admissions
F - Flat Charge
J - Total Operating Expenditures – per $1,000 of Expenditures
O - Other
P - Payroll – per $1,000 of payroll
S - Gross Sales - per $1,000 of Gross Sales
U - Units
X - Each

DECLARATIONS – GENERAL LIABILITY POLICY Page 4

POLICY IDENTIFICATION ...O G20307043

FORMS AND ENDORSEMENTS (Page 1 of 2)

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

SCHEDULE OF COVERAGE PARTS

IL00171198	Common Policy Conditions
CG00010798	Commercial General Liability Coverage Form
CG00330196	Liquor Liability Coverage Form

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1.	CC1E15	Broad Form Named Insured
2.	LC57BD	Interim Premium Payment Endorsement
3.	LD6U75	Deductible Endorsement
4.	CC1E15	Batch Clause
5.	LD2R90A	Additional Insured - Employees Professional Health Care Services
6.	LD2G44	Amendment of Conditions
7.	LD3R16	Exclusion - Asbestos
8.	LD5T92	Fellow Employee Coverage
9.	LD5T98	Nonowned Watercraft Exception
10.	LD6X28	Pollution Exclusion - Named Perils Exception
11.	CG20100397	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
12.	CG22740798	Limited Contractual Liability Coverage for Personal and Advertising Injury
13.	CG02241093	Earlier Notice Of Cancellation Provided By Us
14.	CG24041093	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
15.	IL00210498	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
16.	CG01681092	Michigan Changes
17.	IL02860498	Michigan Changes - Cancellation And Nonrenewal
18.	LD9863A	Employee Benefits Liability Endorsement
19.	LD3T73	Fire, Explosion, Smoke and Water Damage Legal Liability
20.	LD4883	Pyramiding of Limits Endorsement
21.	CG20261185	Additional Insured - Designated Person or Organization
22.	CG04241093	Coverage For Injury to Leased Workers
23.	CG22740798	Limited Contractual Liability Coverage for Personal and Advertising Injury

This declaration and the coverage form(s) and endorsements, if any, listed above and attached, completes this policy.

COUNTERSIGNED AT: Detroit, MI AUTHORIZED AGENT: [signature]

DATE: 1/4/02

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number (Page 2 of 2)
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001		Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Endt. No.	Form No.	Description
24.	CC1E15	Amendatory Endorsement
25.	LD4241A	Additional Insured - Specified Employees Professional Health Care Services
26.	CG00610999	Amendment of Insuring Agreement - Known Injury or Damage

Authorized Agent

POLICY NUMBER: HDO G20307043

IL 00 17 11 98

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

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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.

Copyright, Insurance Services Office, Inc., 1998

POLICY NUMBER: HDO G20307043

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 Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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 the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. 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 Section III – Limits Of Insurance; 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. **Expected Or Intended Injury**

      "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. **Contractual Liability**

      "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) That the insured would have in the absence of the contract or agreement; or

      (2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

         (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

 Copyright, Insurance Services Office, Inc., 1997

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"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.

d. **Workers' Compensation And Similar Laws**

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

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

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

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

Copyright, Insurance Services Office, Inc., 1997

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"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".

Copyright, Insurance Services Office, Inc., 1997

h. Mobile Equipment

"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 for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"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. Damage To Property

"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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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. Damage To Your Product

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

l. Damage To Your Work

"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. Damage To Impaired Property Or Property Not Physically Injured

"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. Recall Of Products, Work Or Impaired Property

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:

(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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

Copyright, Insurance Services Office, Inc., 1997

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 and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance ; 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 "personal and advertising injury" caused by an offense arising out of your business 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 and advertising injury":

   (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

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

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

   (4) Arising out of a criminal act committed by or at the direction of any insured;

   (5) 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;

   (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

   (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

   (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

   (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or

   (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

   b. Any loss, cost or expense arising out of any:

   (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

   (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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.

Copyright, Insurance Services Office, Inc., 1997

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 administered 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

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

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 the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. 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.

d. 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 $250 a day because of time off from work.

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

f. 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.

g. 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.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

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

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

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

Copyright, Insurance Services Office, Inc., 1997

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, joint venture or limited liability company, 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;

   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 and 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, joint venture or limited liability company 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 and 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 Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

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 Insurance 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.

Copyright, Insurance Services Office, Inc., 1997

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, 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 either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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.

 Copyright, Insurance Services Office, Inc., 1997

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, Offense, 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.

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 or settlement of the claim or defense against the "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 insured will, except at that insured's 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

 Copyright, Insurance Services Office, Inc., 1997

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". 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.

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 period 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. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

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;

Copyright, Insurance Services Office, Inc., 1997

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

(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. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "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.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

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.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad 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, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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

(3) 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 (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "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

 Copyright, Insurance Services Office, Inc., 1997

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".

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

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; or

(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.

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

14. "Personal and advertising injury" means injury, including consequential "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, committed 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;

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

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

a. 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. However, "your work" will be deemed completed at the earliest of the following times:

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

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

(c) 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.

Copyright, Insurance Services Office, Inc., 1997

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

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

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "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 of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "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.

21. "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.

 Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER: HDO G20307043

COMMERCIAL GENERAL LIABILITY
CG 00 33 01 96

LIQUOR 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 – LIQUOR LIABILITY COVERAGE

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" 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.

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

   b. This insurance applies to "injury" which occurs during the policy period in the "coverage territory".

2. **Exclusions**

   This insurance does not apply to:

   a. **Expected or Intended Injury**

      "Injury" 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. **Workers Compensation and Similar Laws**

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

   c. **Employer's Liability**

      "Bodily injury" to:

      (1) An "employee" of the insured arising out of and in the course of:

         (a) Employment by the insured; or

         (b) Performing duties related to the conduct of the insured's business; or

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

   d. **Liquor License Not in Effect**

      "Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

   e. **Your Product**

      "Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

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

Copyright, Insurance Services Office, Inc., 1994

(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.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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 $250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. 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.
6. 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.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

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.
   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. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, 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 either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
      (1) "Injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.

Copyright, Insurance Services Office, Inc., 1994

(2) "Property damage" to property:

(a) Owned or occupied by, or

(b) Rented or loaned

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

b. 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.

c. 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. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, 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; and

b. Coverage does not apply to "injury" that occurred 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, joint venture or limited liability company 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 Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance 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 – LIQUOR 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 Injury, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "injury" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury" arising out of an occurrence.

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.

Copyright, Insurance Services Office, Inc., 1994

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 or settlement of the claim or defense against the "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" to which this insurance may also apply.

d. No insured will, except at that insured's 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 this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

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 b. below.

b. **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.

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 period 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.

Copyright, Insurance Services Office, Inc., 1994

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. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "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" 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" arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (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.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means all damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "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 of use shall be deemed to occur at the time of the occurrence that caused it.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
10. "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.

Copyright, Insurance Services Office, Inc., 1994

BROAD FORM NAMED INSURED

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number 1
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001		Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

Delphi Automotive Systems Corporation

and any direct or indirect subsidiary, division, allied or affiliated company now existing or hereafter created or acquired in which Delphi Automotive Systems Corporation (including subsidiaries thereof) has fifty percent (50%) ownership, or over which Delphi Automotive Systems Corporation (including subsidiaries thereof) exercises management or financial control.

Also, any joint ventures entered into by the aforesaid if the subsidiary, division, or allied company has:

1. At least a 50% financial interest in the joint venture, or

2. Exercises full management control of the joint venture, or

3. Has contractually assumed in writing the obligation to provide insurance such as is afforded by this policy for the joint venture in its entirety

If conditions 1. or 2. or 3. are not satisfied, then "Named Insured" shall mean only the aforesaid subsidiary, division, or allied company of Delphi Automotive Systems Corporation and liability of the company (the insurer) shall be limited to the product of the percentage interest of the "Named Insured" in such liability of said joint venture and the total limit of liability insurance afforded the "Named Insured" by this policy.

Authorized Agent

printed 04/20/2010 1:14PM by epa4267 p. 182/354

INTERIM PREMIUM PAYMENT ENDORSEMENT

Named Insured			Endorsement Number
Delphi Automotive Systems Corporation			2
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
HDO	G20307043	10/01/2000 to 10/01/2001	10/01/2000
Issued By (Name of Insurance Company)			
Pacific Employers Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is hereby agreed that the estimated annual premium for the policy is payable as follows:

Deposit Premium	$ 24,000		
Interim Premiums	7,200	Date Payable	11/01/2000
	7,200		12/01/2000
	7,200		01/01/2001
	7,200		02/01/2001
	7,200		03/01/2001

Total Estimated Premium $ 60,000

It is further agreed that the deposit premium shall be paid upon delivery of the policy and the interim premiums on the indicated dates. Upon expiration of the policy the earned premium shall be computed in accordance with the basis of premium as specified in the policy and the deposit premium and interim premiums shall be credited thereto. If the earned premium exceeds the deposit premium plus the interim premiums, the insured shall immediately pay to the company the additional earned premium; if it be less, the company shall return the difference to the insured but shall, in any event, retain the minimum premium stated in the declarations.

Authorized Agent

printed 04/20/2010 1:14PM by epa4267 p. 183/354

DEDUCTIBLE ENDORSEMENT

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number 3
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000	TO 10/01/2001	Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Deductible Per Occurrence	$ 1,000,000
Claims Handling Organization	Sedgwick

1. Our obligation to pay damages under this policy applies only to sums the insured becomes legally obligated to pay as damages in excess of the Deductible amount shown in the Schedule.

   The Deductible Per Occurrence shall apply separately to:

   (a) the sum of all damages under Coverage A and medical expenses under Coverage C arising out of any one "occurrence"; and

   (b) the sum of all damages under Coverage B sustained by any one person or organization.

2. You have entered into an agreement with the claim service organization shown in the Schedule (the "Claim Service Organization"), whereunder the Claim Service Organization shall provide investigation, administration, adjustment, and settlement services, and shall provide for the defense of all claims or "suits" arising under this policy. Accordingly, you agree with us that we shall not have any duty to defend any such "suit", or to pay with respect to any claim or "suit" any ALAE.

3. You will pay all sums the insured becomes legally obligated to pay within the Deductible Per Occurrence.

4. We will have the right at our sole discretion:

   (a) to pay damages under this policy within the Deductible Per Occurrence should you fail to pay any final judgment against or settlement entered into by an Insured.

   (b) to pay any amounts within the Deductible Per Occurrence to settle any claim or "suit".

   (c) to assume the defense and control of any claim or "suit" seeking payment of damages under this policy that we believe will exceed the Deductible Per Occurrence.

   (d) to pay any ALAE incurred by us associated with (a), (b), or (c) above.

   You shall promptly reimburse us for any sums we may have paid under Item 4.

5. All terms, conditions, and limitations of this policy not inconsistent with this endorsement shall continue to apply.

BATCH CLAUSE

Named Insured	Delphi Automotive Systems Corporation		Endorsement Number 4
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001	Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As respect "bodily injury" or "property damage" arising out of the "products-completed operations hazard", all such damages arising out of any one lot of goods or products which are manufactured, sold, handled, distributed or disposed by you or by others trading in your name, shall be considered as arising out of one occurrence.

Authorized Agent

printed 04/20/2010 1:14PM by epa4267 p. 185/354

ADDITIONAL INSURED – EMPLOYEES PROFESSIONAL HEALTH CARE SERVICES

Named Insured			Endorsement Number
Delphi Automotive Systems Corporation			5
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G20307043	10/01/2000 to 10/01/2001	10/01/2000
Issued By (Name of Insurance Company			
Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2.a (1) (d) of Section II – WHO IS AN INSURED is deleted.

Authorized Agent

Reprinted in part with permission of Insurance Services Office, Inc., 1985

printed 04/20/2010 1:14PM by epa4267 p. 186/354

AMENDMENT OF CONDITIONS

Named Insured			Endorsement Number
Delphi Automotive Systems Corporation			6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G20307043	10/01/2000 TO 10/01/2001	10/01/2000
Issued By (Name of Insurance Company)			
Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following are added to paragraph 2. Duties In The Event of Occurrence, Claim or Suit of Section IV – Commercial General Liability Conditions:

e. It is agreed that where you report an occurrence to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this policy, failure to report such occurrence to us at the time of the occurrence shall not be deemed in violation of these conditions. However, you shall give immediate notification of the occurrence to us, as soon as is reasonably possible, that the occurrence is a General Liability claim.

f. It is agreed that knowledge of an occurrence by any of your agents, servants or employees shall not constitute knowledge by you unless one of your executive officers or anyone responsible for administering your insurance program has received such notice from the agent, servant or employee.

The following is added to paragraph 6. Representations of Section IV – Commercial General Liability Conditions:

d. Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional.

Authorized Agent

printed 04/20/2010 1:14PM by epa4267 p. 187/354

EXCLUSION – ASBESTOS

Named Insured	Dalphi Automotive Systems Corporation		Endorsement Number 7
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001	Eff. Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

Authorized Agent

printed 04/20/2010 1:14PM by epa4267 p. 188/354

FELLOW EMPLOYEE COVERAGE

Named Insured			Endorsement Number
Delphi Automotive Systems Corporation			8
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G20307043	10/01/2000 to 10/01/2001	10/01/2000
Issued By (Name of Insurance Company			
Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Paragraphs (a), (b) and (c) of 2.a (1) of Section II – "WHO IS AN INSURED" are deleted.

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis, unless written specifically to apply in excess of this policy.

Reprinted in part with permission of Insurance Services Office, Inc., 1993

POLICY NUMBER: HDO G20307043 ENDT. #9

NONOWNED WATERCRAFT EXCEPTION

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number 9
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001		Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Subparagraph (2) of Exclusion 2.g of Coverage I.A., Bodily Injury and Property Damage Liability is deleted in its entirety and replaced by the following:

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

(a) Less than 100 feet long; and

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

POLLUTION EXCLUSION – NAMED PERILS EXCEPTION

Named Insured	Delphi Automotive Systems Corporation		Endorsement Number 10
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001	Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement replaces any pollution exclusion and amends all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
EXCESS COMMERCIAL GENERAL LIABILITY POLICY

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any pollutants, if such pollutants have, or are alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

Pollutants include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, as defined herein.

We shall have no duty to defend any suit arising out of or in any way related to pollution excluded by this endorsement.

This exclusion does not apply to "bodily injury" or "property damage" caused by pollution if the discharge, dispersal, release or escape of pollutants:

1. is neither expected nor intended from the standpoint of the Insured; and
2. is caused solely by fire, explosion, lightning or windstorm or by "your product" included in the "products-completed operations hazard"; and
3. commenced during the policy period; and
4. is known by any insured within 168 hours of the commencement of the discharge, dispersal, release or escape of pollutants; and
5. is reported to us within 21 days of any insured's receiving knowledge of the discharge, dispersal, release or escape of pollutants.

Notwithstanding anything to the contrary in the foregoing paragraphs and regardless of the cause of the pollution, this policy shall not apply to:

1. loss of, damage to or loss of use of property directly or indirectly resulting from subsurface operations of the Insured, and/or removal of, loss or damage to subsurface oil, gas or other substance;
2. any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to actual or alleged pollution or contamination at or from a waste site, meaning the part of any premises, site or location which is or was at the time used by any insured or by others for the storage, disposal, processing or treatment of waste of any kind. It includes but is not limited to any landfill, pit or dumping ground; treatment, storage and disposal facility, whether permit-

ted or not; lagoon or pond; drum stora[illegible] disposal area; disposal pipe outfall; injection [illegible] or any other respository of waste of any kind. Waste means any substan[illegible] that:

a. is left over, or no longer in use, or discarded;

b. is to be reclaimed or recycled; or

c. has been removed, treated, stored or disposed of as part of any environmental remediation effort.

The following are not explosions within the intent or meaning of these provisions:

1. shock waves caused by aircraft, generally known as "sonic booms";
2. electric arcing;
3. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
4. water hammer;
5. rupture or bursting of water pipes.

Authorized Agent

POLICY NUMBER: HDO G20307043

ENDT. #11
COMMERCIAL GENERAL LIABILITY
CG 20 10 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: It is agreed that any person or organization with whom you have agreed under a contract or agreement to provide insurance as afforded by this policy is hereby added as an Insured. The type and extent of such coverage is limited to that which is required in such contract or agreement, and applies only to liability arising out of the activities or property related to the performance of such contract or agreement. The applicable limits of liability extended to such additional insured will not exceed the lesser of: the limits required in such contract or agreement, or that which is provided by this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Inc., 1996

printed 04/20/2010 1:14PM by epa4267 p. 193/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. With respect to the contract or agreement designated in the Schedule above, Subparagraph **a.(5)** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement; or

(b) Liability for "personal and advertising injury" if:

(i) The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

(ii) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and

(iii) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Copyright, Insurance Services Office, Inc., 1997

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.a.(5)(b)(iii)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. With respect to the contract or agreement designated in the Schedule above, the following is added to **Section I – Supplementary Payments – Coverages A And B:**

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
2. This insurance applies to such liability assumed by the insured;
3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
6. The indemnitee:
   a. Agrees in writing to:
      (1) Cooperate with us in the investigation, settlement or defense of the "suit";
      (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      (3) Notify any other insurer whose coverage is available to the indemnitee; and
      (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
   b. Provides us with written authorization to:
      (1) Obtain records and other information related to the "suit"; and
      (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.a.(5)(b)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.a.(5)(b)(iii)** above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in Paragraph **6.** above, are no longer met.

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER: HDO G20307043

ENDT. #13
COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED 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' Notice 120

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

POLICY NUMBER: HDO G20307043 ENDT. #14

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right to recovery in a written contract, provided such contract was executed prior to the date of loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 Copyright, Insurance Services Office, Inc., 1992

POLICY NUMBER: HDO G20307043

ENDT. #15
INTERLINE
IL 00 21 04 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
EMPLOYMENT-RELATED PRACTICES 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
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, 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:

Copyright, Insurance Services Office, Inc., 1997

"Hazardous properties" includes 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".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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.

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER: HDO G20307043 ENDT. #16

COMMERCIAL GENERAL LIABILITY
CG 01 68 10 92

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

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

A. 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.

B. With respect to the DUTIES Condition (Section IV):

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
2. The last sentence of paragraph 2.b. is deleted.
3. The reference to paragraph d. is amended to read paragraph e.
4. The following is added:

   d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

 Copyright, Insurance Services Office, Inc., 1992

POLICY NUMBER: HDO G20307043

ENDT. #17
INTERLINE
IL 02 86 04 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN 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
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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. The CANCELLATION Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

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

2. 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.

3. 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 the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

If we decide not to renew this policy, 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.

Copyright, Insurance Services Office, Inc., 1997

EMPLOYL . BENEFITS LIABILITY ENDORSE..ENT

Named Insured			Endorsement Number
Delphi Automotive Systems Corporation			18
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G20307043	10/01/2000 to 10/01/2001	10/01/2000
Issued By (Name of Insurance Company)			
Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.

Limits of Insurance

Each Claim Limit $ _____

Aggregate Limit $ _____

Retroactive Date _____

Deductible Amount $ _____

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any negligent error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

We will have the right and the duty to defend any "suit" seeking those damages. But:

The amount we will pay for damages is limited as described in the Schedule as Limits of Insurance;

We may investigate and settle any claim or "suit" at our discretion; and

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 this endorsement.

This insurance applies to negligent errors, omissions, breaches of duty, or misstatements only if a claim for damages is first made against any Insured during the policy period or any Extended Reporting Period we provide under the paragraph titled Extended Reporting Period.

This insurance does not apply to negligent errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown above, or which occur after the end of the policy period.

WHO IS AN INSURED

With respect to this endorsement, Section II – Who Is An Insured is modified to include employees only while authorized to act in the "administration" or your "employee benefits" programs.

EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

any dishonest, fraudulent, criminal or malicious act;

any "Bodily Injury," "Personal Injury," "Advertising Injury," or "Property Damage";

any claim for failure of performance of contract by any Insurer;

any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

any termination of employment;

any failure of stock to perform as represented by you;

any advice given by you to your "employees" to participate or not to participate in stock subscription plans; or

any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272) or Section 9319 of the Omnibus Budget Reconciliation Act of 1986 (Public Law 99-509) or any amendments to these Acts.

LIMITS OF INSURANCE

The Limits of Insurance shown in the Schedule of this endorsement and the rules below, fix the most we will pay regardless of the number of:

Insureds;

Claims made or "suits" brought; or

Persons or organizations making claims or bringing "suits".

The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement.

The Each Claim Limit is the most we will pay for damages arising out of any one claim or "suit".

The Limits of Insurance 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.

DEDUCTIBLE

A Deductible in the amount in the Schedule of this endorsement applies to each claim covered by this endorsement. We will subtract this amount from the amount of damages payable for each claim.

ADDITIONAL DEFINITIONS

The following additional definitions are added to Section V – Definitions:

"Employee benefits" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, "employee" stock subscription plans, "employee" travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program.

"Administration" means any of the following acts that you do or authorize a person to do:

Counseling "employees", other than giving legal advice, on "employee benefits" programs;

Interpreting your "employee benefits" programs;

Handling records for your "employee benefits" programs; and

Effecting enrollment, termination or cancellation of "employees" under your "employee benefits" programs.

"Administration" does not include:

The failure of performance of any contract by any insurer;

The failure of any investment plan to perform as represented by an insured;

The inability of "employee benefit" programs to meet their obligation due to insolvency.

EXTENDED REPORTING PERIOD

1. We will automatically provide an Extended Reporting Period as described in paragraph 2. and 3. below if:

   a. This endorsement is cancelled or not renewed; or

   b. We renew or replace this endorsement with insurance that:

      (1) Has a Retroactive Date later than the date shown on this endorsement; or

      (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for errors, omissions, breaches of duty, or misstatements that occur before the end of the policy period but not before the Retroactive Date shown on this endorsement.

   Once in effect, the Extended Reporting Period may not be cancelled.

3. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for Five years.

   The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

_____
Authorized Agent

POLICY NUMBER: HDO G20307043 ENDT. #19

FIRE, EXPLOSION, SMOKE AND WATER DAMAGE LEGAL LIABILITY

Named Insured				Endorsement Number
Delphi Automotive Systems Corporation				19
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
HDO	G20307043	10/01/2000 to	10/01/2001	10/01/2000
Issued By (Name of Insurance Company				
Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The word **fire** is changed to **fire, explosion, smoke or water damage** where it appears in:

1. The Limits of Insurance section of the Declarations.
2. Paragraph 6. of **Limit of Insurance**
3. Paragraph b. of the **Other Insurance** condition;

Paragraph a. of the definition of "Insured contract" in the **Definitions** section is replaced by the following:

d. A contract for a lease of premises. However, that portion of the contract that indemnifies any person or organization for damage by fire, explosion, smoke or water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract."

Authorized Agent

POLICY NUMBER: HDO G20307043 ENDT. #20

PYRAMIDING OF LIMITS ENDORSEMENT

Named Insured				Endorsement Number
Delphi Automotive Systems Corporation				20
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
HDO	G20307043	10/01/2000 to	10/01/2001	10/01/2000
Issued By (Name of Insurance Company				
Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

Two or More Coverage Forms or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" the maximum applicable per Occurrence and Aggregate Limits of Insurance available under all the Coverage Forms or policies shall not be the total of the per Occurrence or Aggregate Limits of Insurance for those Coverage Forms or policies but rather shall not exceed the highest applicable per occurrence and Aggregate Limits of Insurance under any one Coverage Form or policy. The condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

Authorized Agent

 "Reprinted in part with permission of Insurance Services Office, Inc., 1985"

POLICY NUMBER: RDO G20307043 ENDT. #21

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

 Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: HDO G20307043

ENDT. #22

COMMERCIAL GENERAL LIABILITY
CG 04 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR INJURY TO LEASED WORKERS

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

With respect to the Employer's Liability exclusion (Section I) only, the definition of "employee" in the DEFINITIONS Section is replaced by the following:

"Employee" does not include a "leased worker" or a "temporary worker".

Copyright, Insurance Services Office, Inc., 1992

printed 04/20/2010 1:14PM by epa4267 p. 208/354

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. With respect to the contract or agreement designated in the Schedule above, Subparagraph **a.(5)** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement; or

(b) Liability for "personal and advertising injury" if:

(i) The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

(ii) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and

(iii) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Copyright, Insurance Services Office, Inc., 1997

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.a.(5)(b)(iii)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. With respect to the contract or agreement designated in the Schedule above, the following is added to **Section I – Supplementary Payments – Coverages A And B:**

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
2. This insurance applies to such liability assumed by the insured;
3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
6. The indemnitee:
   a. Agrees in writing to:
      (1) Cooperate with us in the investigation, settlement or defense of the "suit";
      (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      (3) Notify any other insurer whose coverage is available to the indemnitee; and
      (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
   b. Provides us with written authorization to:
      (1) Obtain records and other information related to the "suit"; and
      (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.a.(5)(b)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.a.(5)(b)(iii)** above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in Paragraph 6. above, are no longer met.

Copyright, Insurance Services Office, Inc., 1997

AMENDATORY ENDORSEMENT

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number 24
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001		Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company) Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby agreed and understood that Endorsement #5, Additional Insured - Employees Professional Health Care Services is deleted from the policy and replaced with Endorsement #25, Form LD4241A.

Authorized Agent

POLICY NUMBER: HDO G20307043 ENDT. #25

ADDITIONAL INSURED – SPECIFIED EMPLOYEES PROFESSIONAL HEALTH CARE SERVICES

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number 25
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001		Effective Date of Endorsement 10/01/2000
Issued By (Name of Insurance Company Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2.a (1) (d) of SECTION II – "WHO IS AN INSURED" does not apply to the following position(s):

Position	Contract of Job Description

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of "Bodily Injury" or "Personal Injury" arising out of an employee or volunteer providing or failing to provide professional health care services.

Authorized Agent

POLICY NUMBER: HDO G20307043

ENDT. #26
COMMERCIAL GENERAL LIABILITY
CG 00 61 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT – KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph 1. **Insuring Agreement** of **Section I** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; 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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "injury" only if:

(1) The "injury" occurs during the policy period in the "coverage territory"; and

(2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

(1) Reports all, or any part, of the "injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "injury"; or

(3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

Copyright, Insurance Services Office, Inc., 1998

ANNIVERSARY ENDORSEMENT

Named Insured	Delphi Automotive Systems Corporation			Endorsement Number 27
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2000 to 10/01/2001		Effective Date of Endorsement 10/01/2001
Issued By (Name of Insurance Company) Pacific Employers Insurance Company				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

We agree with you that the policy term is extended for one year. The expiration date in the Declarations is amended to read: 10/01/2002. The premium for the term 10/01/2001 to 10/01/2002 is $60,000.

The following endorsement does not apply as of 10/01/2001:

Endt. No.	Form No.	Description
2.	LC578d	Interim Premium Payment Endorsement

The following endorsement is added effective 10/01/2001:

Endt. No.	Form No.	Description
28.	LC578d	Interim Premium Payment Endorsement

All other terms or conditions of this policy continue to apply.

Authorized Agent

POLICY NUMBER: HDO G20307043

ENDT. #28

INTERIM PREMIUM PAYMENT ENDORSEMENT

Named Insured	Delphi Automotive Systems Corporation		Endorsement Number 28
Policy Symbol HDO	Policy Number G20307043	Policy Period 10/01/2001 to 10/01/2002	Effective Date of Endorsement 10/01/2001
Issued By (Name of Insurance Company) Pacific Employers Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is hereby agreed that the estimated annual premium for the policy is payable as follows:

Deposit Premium	$24,000		
Interim Premiums	$7,200	Date Payable	11/01/2001
	$7,200		12/01/2001
	$7,200		01/01/2002
	$7,200		02/01/2002
	$7,200		03/01/2002

Total Estimated Premium $60,000

It is further agreed that the deposit premium shall be paid upon delivery of the policy and the interim premiums on the indicated dates. Upon expiration of the policy the earned premium shall be computed in accordance with the basis of premium as specified in the policy and the deposit premium and interim premiums shall be credited thereto. If the earned premium exceeds the deposit premium plus the interim premiums, the insured shall immediately pay to the company the additional earned premium; if it be less, the company shall return the difference to the insured but shall, in any event, retain the minimum premium stated in the declarations.

Authorized Agent

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD FIRE AND MARINE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE INDEMNITY INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE AMERICAN INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE PROPERTY AND CASUALTY INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

INSURANCE COMPANY OF NORTH AMERICA
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

PACIFIC EMPLOYERS INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE FIRE UNDERWRITERS INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

WESTCHESTER FIRE INSURANCE COMPANY
1133 Avenue of the Americas, 32nd Floor, New York, NY 10036

George D. Mulligan
GEORGE D. MULLIGAN, Secretary

Dennis B Reding
Dennis B. Reding, President

Authorized Agent

(Attach Coverage Part Here)

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

Allianz Underwriters Insurance Company
(Hereinafter called the Company)

Allianz

3400 Riverside Drive, Suite 300
Burbank, California 91505-4669

Umbrella Liability Policy

Policy No. AUL 5104184

P.O. Address (No., Street, Town, County, State)

PRODUCER

Item 1. NAMED INSURED

- Delphi Automotive Systems Corporation
  SC: 480-414-410
  Timber Lane Office Park
  1450 West Long Lake Rd.

- Aon Risk Services of Michigan
  500 Renaissance Center
  Suite 1700
  Detroit, Michigan 48243-1302

Item 2. Deposit Premium $ See Endorsement No. 3
Annual Minimum Premium $ See Endorsement No. 3
Rate of Adjustment

Item 3. Policy Period: Effective Date May 28, 1999
Expiration Date October 1, 2002
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 4. Limits of Liability: The Limits of Liability shall be as stated herein, subject to all the terms of the policy having reference thereto.

$ See Endt. No. 2 each occurrence
$ See Endt. No. 2 in the aggregate where applicable

Item 5. Retained Limit $ See Endt. No. 2 each occurrence

Item 6. Endorsements: Forms and endorsements applying to this coverage and made a part of this policy at time of issue.

See Schedule of Forms and Endorsements at Inception.

Countersigned by:

Authorized Representative

August 26, 1999
Date

IN WITNESS WHEREOF the Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

BF/jmb

Secretary

President

A.U.I.C. 0-0035A (Rev. 10/95)

PRODUCER COPY

printed 04/20/2010 1:14PM by epa4267 p. 218/354

Allianz

Secretary

Allianz Underwriters Insurance Company

3400 Riverside Drive, Suite 300
Burbank, California 91505-4669

COMMERCIAL LINES POLICY

THIS POLICY CONSISTS OF:

— DECLARATIONS
— ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
  • ONE OR MORE COVERAGE FORMS
  • APPLICABLE FORMS AND ENDORSEMENTS

Allianz

NAMED INSURED : DELPHI AUTOMOTIVE SYSTEMS CORPORATION
POLICY NUMBER : AUL 5104184
EFFECTIVE DATE : MAY 28, 1999

SCHEDULE OF FORMS AND ENDORSEMENTS AT INCEPTION

FORMS:

Commercial Umbrella Liability Policy – AUIC A/BUMB
Commercial Lines Policy Jacket - BJP 190A - A.U.I.C. (Rev. 6/94)

ENDT. #	FORM #	TITLE
1.	AZUOC EN 032 0797 AUIC	Schedule of Underlying Insurance
2.	AZUOC EN 000 0797 AUIC	Amendment – Limits of Insurance
3.	AZUOC EN 000 0797 AIC	Premium Payment Endorsement

Allianz

COMMERCIAL UMBRELLA LIABILITY POLICY

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 Section V. Definitions.

Other words and phrases that appear in bold print have special meaning. See Section V. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. INSURING AGREEMENT - COVERAGE A: EXCESS FOLLOW FORM INSURANCE

A. We will pay on behalf of the **Insured** those sums in excess of the total applicable limits of **Scheduled Underlying Insurance** that the **Insured** becomes legally obligated to pay as damages provided the damages would be covered by **Scheduled Underlying Insurance,** except for exhaustion of the total applicable limits of **Scheduled Underlying Insurance** by the payment of **Loss.**

B. Coverage A shall follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** subject to the **Policy Period,** Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of **Scheduled Underlying Insurance** conflict with any provisions of this policy, the provisions of this policy will apply.

C. Coverage A of this policy will not, in any event, provide broader coverage than that provided by **Scheduled Underlying Insurance.**

D. If we are prevented by law or statute from paying damages on behalf of the **Insured,** then we will indemnify the **Insured** for those sums in excess of the total applicable limits of **Scheduled Underlying Insurance.**

E. The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

II. INSURING AGREEMENT - COVERAGE B: UMBRELLA LIABILITY INSURANCE

A. We will pay on behalf of the **Insured** those sums in excess of the **Self-Insured Retention** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law or assumed by the **Insured** under an **Insured Contract** because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** not covered by **Scheduled Underlying Insurance,** provided that:

1. The **Bodily Injury or Property Damage** is caused by an **Occurrence** happening anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy.**

2. The **Personal Injury or Advertising Injury** is caused by an **Occurrence** happening anywhere, and the **Occurrence** takes place during the **Policy Period.**

B. Coverage B will not apply to damages that would have been covered by **Scheduled Underlying Insurance**, except for the exhaustion of the total applicable limits of **Scheduled Underlying Insurance** by the payment of **Loss**.

C. If we are prevented by law or statute from paying damages on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Self-Insured Retention**.

D. The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

III. DEFENSE PROVISIONS

A. We shall have the right and duty to defend any **Suit** against the **Insured** that seeks damages covered by this policy:

1. under Coverage A, when the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss**.

2. under Coverage B, when the damages sought because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** would not be covered by **Scheduled Underlying Insurance**.

We shall have the right and duty to defend any **Suit** against the **Insured** that seeks damages covered by this policy, even if the **Suit** is groundless, false or fraudulent.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

B. When we assume the defense of any Suit against the **Insured** that seeks damages covered by this policy, we will:

1. investigate, negotiate and settle the Suit as we deem expedient; and

2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance**:

a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

b. premiums on appeal bonds required by law to appeal the **Suit**, but we are not obligated to apply for or furnish any such bond;

c. all costs taxed against the **Insured** in the **Suit**;

d. pre-judgment interest awarded against the **Insured** on that part of the judgment we pay.

e. post-judgment interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and

f. the **Insured's** expenses incurred at our request or with our consent.

C. Except as provided in Paragraph A. above, we shall have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit**

and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

D. We will not defend any Suit or investigate any claim after the exhaustion of the total applicable Limits of Insurance of this policy by the payment of Loss.

IV. LIMITS OF INSURANCE

A. With respect to Coverages A and B, the Limits of Insurance shown in Item 4 of the Declarations and the rules below state the most we will pay regardless of the number of:

1. **Insureds;**
2. claims made or **Suits** brought against any or all **Insureds;**
3. persons or organizations making claims or bringing **Suits;** or
4. coverages provided under this policy.

B. The General Aggregate Limit stated in Item 4. Of the Declarations is the most we will pay for all damages under Coverage A and separately under Coverage B, except for:

1. damages covered by the **Products-Completed Operations Hazard;**
2. damages covered by Aviation Product Liability; and
3. damages covered by **Scheduled Underlying Insurance** to which no aggregate limit applies.

In addition, with respect to Coverage A only, if **Scheduled Underlying Insurance** contains an aggregate limit, other than an aggregate applying to the **Products-Completed Operations Hazard** or Aviation Product Liability, the General Aggregate Limit stated in Item 4 of the Declarations will apply in the same manner as the aggregate limit of any such **Scheduled Underlying Insurance**.

C. The Products-Completed Operations Aggregate Limit stated in Item 4 of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard** for Coverage A and Coverage B combined.

D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 4 of the Declarations is the most we will pay for the sum of all damages under Coverage A and Coverage B combined arising out of any one Occurrence.

E. Coverage A applies only in excess of the total applicable limits of **Scheduled Underlying Insurance.** If, however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:

1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount; or
2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

F. Under Coverage A, if the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss**, we will:

1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance; and**

2. in the event of exhaustion, continue in force as underlying insurance.

G. Expenses incurred to defend any **Suit** or to **investigate** any claim will be in addition to the applicable Limits of Insurance of this policy, unless otherwise provided by **Scheduled Underlying Insurance.**

H. The Limits of Insurance of this policy apply separately to each aggregate term stated in item 4 of the Declarations.

V. DEFINITIONS

A. **Advertisement** under Coverage B means a paid broadcast, publication or telecast to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

B. **Advertising Injury** under Coverage B means injury, other than **Bodily Injury or Personal Injury,** arising solely out of your **Advertisement** as a result of one or more of the following offenses:

1. slander or libel of a person or organization, or disparagement of a person's or organization's goods, products or services in your **Advertisement;**

2. violation of a person's right of privacy in your **Advertisement;**

3. **misappropriation** of another's advertising idea in your **Advertisement;** or

4. infringement upon another's copyright, trademark or slogan in your **Advertisement.**

C. **Auto** under Coverage B and under any exclusion in this policy applicable to Coverage A means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. Auto does not include **Mobile Equipment.**

D. **Bodily Injury** under Coverage B and under any exclusion in this policy applicable to Coverage A means bodily injury, sickness, disability or disease, including death resulting from any of these at any time. **Bodily Injury** shall also mean mental injury, mental anguish, humiliation, shock or death if directly resulting from bodily injury, sickness, disability or disease.

E. **Hostile Fire** under Coverage B and under any exclusion in this policy applicable to Coverage A means a fire that becomes uncontrollable or breaks out from where it was intended to be.

F. **Impaired Property** under Coverage B means tangible property, other than Your Product or Your **Work,** that cannot be used or is less useful because:

1. it incorporates **Your Product or Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product or Your Work;** or

2. your fulfilling the terms of the contract or agreement.

Allianz

G. **Insured** under Coverage A means:

1. the **Named Insured**; and

2. any person or organization that is an insured under **Scheduled Underlying Insurance.**

H. **Insured** under Coverage B means:

1. the **Named Insured**;

2. if you are an individual, your spouse, but only with respect to the conduct of a business of which you are the sole owner;

3. your partners, joint venture members, executive officers, employees, directors, stockholders or volunteers while acting within the scope of their duties as such;

4. any person or organization while acting as your real estate manager;

5. your legal representative if you die, but only with respect to duties as such; and

6. any person or organization to whom you are obligated by any **Insured Contract** to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of operations conducted by you or on your behalf.

I. **Insured Contract** under Coverage B means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** to a third person or organization. However, the **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** must arise out of an **Occurrence** that takes place subsequent to the execution of the **Insured Contract.** Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Solely for the purposes of liability assumed under an **Insured Contract,** reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury.**

J. **Loss** under Coverages A and B means those sums actually paid as judgments and settlements and, under Coverage A if provided by **Scheduled Underlying Insurance,** expenses incurred to defend any **Suit** or to investigate any claim.

K. **Mobile Equipment under** Coverage B and under any exclusion in this policy applicable to Coverage A means any of the following types of land vehicles, including any attached machinery or equipment:

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

2. vehicles maintained for use solely on or next to premises you own or rent;

3. vehicles that travel on crawler treads;

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

   a. power cranes, shovels, loaders, diggers or drills; or

   b. road construction or resurfacing equipment such as graders, scrapers or rollers;

5. vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. cherry pickers and similar devices used to raise or lower workers;

6. vehicles not described in Paragraph 1., 2., 3. or 4. 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:**

   a. equipment designed primarily for:

      i) snow removal;

      ii) road maintenance, but not construction or resurfacing; or

      iii) street cleaning;

   b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

   c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

L. **Named Insured** under Coverage A means any person or organization that is a named insured or the equivalent thereof in **Scheduled Underlying Insurance.**

M. **Named Insured** under Coverage B means:

Delphi Automotive Systems Corporation; and, any direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership (now existing or hereafter created or acquired), in which Delphi Automotive Systems Corporation, or any direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership of Delphi Automotive Systems (now existing or hereafter created or acquired), or any combination thereof, has:

1. a fifty percent (50%) or greater ownership interest, or

2. exercises management control, or

3. agreed in writing to assume the obligation to provide insurance of the type afforded by this policy for the entire direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership.

Any interest in, or liability related to, any direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership of Delphi Automotive Systems Corporation, not already included in the definition of **Named Insured** in the paragraph immediately above, shall be limited to Delphi Automotive Systems Corporation's, or any direct or indirect subsidiary, division, allied or affiliated company's, joint venture or partnership's percentage of ownership in the direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership (now existing or hereafter created or acquired), or any combination thereof.

N. **Occurrence** under Coverage A means the definition given to that term or the equivalent thereof in **Scheduled Underlying Insurance.**

O. **Occurrence** under Coverage B means:

1. as respects **Bodily Injury or Property Damage,** an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions shall be deemed to arise out of one Occurrence.

2. as respects the **Products-Completed Operations Hazard**, merchandise or products from one prepared or acquired lot, batch or product run that, after sale, causes **bodily injury or property damage** arising out of the same common cause to more than one person shall be considered to have resulted from one integrated occurrence.

   It is further agreed that solely as respects any coverage granted herein:

   a. The date of loss will be the occurrence date of the first loss received by the Named Insured; and
   b. The Self-Insured Retention in Item 5 of the Declarations is $2,000,000.

3. as respects **Personal Injury or Advertising Injury,** an offense arising out of your business that causes **Personal Injury or Advertising Injury.** All damages that arise from the same or related injurious material or act shall be deemed to arise out of one **Occurrence,** regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

P. **Other Insurance** under Coverages A and B means a policy of insurance providing coverage for damages covered in whole or in part by this policy.

   However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

Q. **Personal Injury** under Coverage B means injury arising out of your business, other than **Bodily Injury** or **Advertising Injury,** caused by one or more of the following offenses:

1. false arrest, detention or imprisonment;

2. malicious prosecution;

3. 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;

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

5. oral, written or electronic publication of material that violates a person's right of privacy; or

6. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   a. not done intentionally by or at the direction of any **Insured;** and

   b. not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any **Insured.**

R. **Policy Period** under Coverages A and B means the period of time from the inception date shown in Item 3 of the Declarations to the earlier of the expiration date shown in Item 3 of the Declarations or the effective date of termination of this policy.

All Claims for damages brought against the Insured arising out of occurrences prior to the policy inception date shall be treated as if they occurred on the first day of the policy period.

S. **Pollutants** under Coverage B and under any exclusion in this policy applicable to Coverage A 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.

T. **Products-Completed Operations Hazard** under Coverage B and under any exclusion in this policy applicable to Coverage A means 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. However, **Your Work** will be deemed completed at the earliest of the following times:

   a. when all of the work called for in your contract has been completed;

   b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

   c. 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.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any Insured; or

2. the existence of tools, uninstalled equipment or abandoned or unused materials.

U. **Property Damage** under Coverage B and under any exclusion in this policy applicable to Coverage A means:

1. 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

2. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

V. **Scheduled Underlying Insurance** under Coverages A and B means:

1. the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy; and

2. automatically any renewal or replacement of any policy in Paragraph 1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

W. **Self-insured Retention** under Coverage B means the amount applicable to each **Occurrence** for which the **Insured** is responsible that is shown in Item 5 of the Declarations.

X. **Suit** under Coverages A and B means a civil proceeding seeking damages covered by this policy. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or

2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

Y. **Your Product** under Coverage B and under any exclusion in this policy applicable to Coverage A means:

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

   a. you;

   b. others trading under your name; or

   c. a person or organization whose business or assets you have acquired; and

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

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and

2. 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.

Z. **Your Work** under Coverage B and under any exclusion in this policy applicable to Coverage A means:

1. work or operations performed by you or on your behalf; and

2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and

2. the providing of or failure to provide warnings or instructions.

VI. EXCLUSIONS

A. Asbestos

Under Coverages A and B, this insurance does not apply to any liability arising out of:

1. the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

2. any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

3. any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Various Laws

Under Coverages A and B, this insurance does not apply to any liability under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revision thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world; or

2. any Workers' Compensation, Unemployment Compensation or Disability Benefits Law, or any similar law.

C. Securities

Under Coverages A and B, this insurance does not apply to any liability arising out of:

1. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;

2. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or

3. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

D. Employment Practices

Under Coverages A and B, this insurance does not apply to any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;

2. termination of any employee;

3. failure to promote or advance any employee; or

4. employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a past, present, future or prospective employee.

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.

E. **Care, Custody and Control**

Under Coverages A and B, this insurance does not apply to **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 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.**

F. **Nuclear Liability**

Under Coverages A and B, this insurance does not apply to:

1. any liability:

   a. with respect to which the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability - Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the 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;

   b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any 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 available 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 an agency thereof with any person or organization;

c. resulting from the hazardous properties of nuclear material if:

i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;

ii) the nuclear material is contained in spent fuel or waste at anytime possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or

iii) the injury or damage arises out of the furnishing by the **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 iii. applies only to **Property Damage** to such nuclear facility and any property thereat.

2. As used in this exclusion:

a. "hazardous properties" includes 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 any law 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 a nuclear facility included within the definition of nuclear facility below;

f. "nuclear facility" means:

i) any nuclear reactor;

ii) 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 wastes;

iii) 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 **Insured's** custody 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; or

iv) any structure, basin, excavation, premises or place prepared or used for 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. **Property Damage** includes all forms of radioactive contamination of property.

G. **Pollution**

Under Coverages A and B, this insurance does not apply to:

1. **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world;

2. any loss, cost or expense arising out of any governmental direction or request that we, the **Insured** or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or assess the effects of **Pollutants**; or

3. any loss, cost or expense, including but not limited to costs of investigation or attorney's fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants.**

However, this exclusion does not apply to **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising out of:

1. Any discharge, dispersal, seepage, migration, release or escape directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot and civil commotion, flood, earthquake, collision or upset of a motor vehicle, mobile equipment or aircraft, automatic sprinkler leakage.

2. **The Products–Completed Operations Hazard**; or

3. Any discharge, dispersal, seepage, migration, release or escape of **pollutants** that meets all of the following conditions:

   a. It was accidental and neither expected nor intended by the **Named Insured**. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **Pollutants** was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third party **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** could occur; and

   b. It was demonstrable as having commenced on a specific date during the term of this policy; and

   c. Its commencement became known to the **Named Insured** within seven (7) calendar days and was further reported to the Risk Management and Insurance Department within a reasonable time frame; and

   d. Its commencement was reported in writing to us within twenty-one (21) calendar days of becoming known to the Risk Management and Insurance Department; and

   e. Reasonable effort was expended by the Named Insured to terminate the situation as soon as conditions permitted.

   However, nothing contained herein shall operate to provide any coverage with respect to:

   a. Any site or location principally used by the **Insured**, or by others on the **Insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;

   b. Any fines or penalties;

c. Any clean up costs ordered by the Superfund Program, or any federal, state or local governmental authority. However, this specific exclusion c. shall not serve to deny coverage for third party clean up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority;

d. Acid rain;

e. Clean up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises the **Insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or

f. Water pollution caused by oil or its derivatives

It is further agreed that solely as respects any coverage granted herein:

1. The Self-Insured Retention in Item 5 of the Declarations is $1,000,000; and

2. Item A of Section III Defense Provisions is hereby deleted in its entirety; and

3. We will not be obligated to assume charge of the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against the **Insured**. We will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, **Suits** or proceedings relative to any **Occurrence** which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

H. **Damage to Impaired Property**

Under Coverage B, this insurance does not apply to **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.

I. **Damage to Your Product**

Under Coverage B, this insurance does not apply to **Property Damage to Your Product** arising out of it or any part of it.

J. **Damage to Your Work**

Under Coverage B, this insurance does not apply to **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.

K. **Product Recall**

Under Coverage B, this insurance does not apply to 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:

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.

L. **Willful Violation, Falsity, Prior Publication, Criminal, Assumed Liability**

Under Coverage B, this insurance does not apply to **Personal Injury** or **Advertising Injury**:

1. caused by or at the direction of any **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** or **Advertising Injury**;

2. arising out of oral, written or electronic publication of material if done by or at the direction of any **Insured** with knowledge of its falsity;

3. arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the **Policy Period**;

4. arising out of a criminal act committed by or at the direction of any **Insured**; or

5. 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.

M. **Various Advertising**

Under Coverage B, this insurance does not apply to **Advertising Injury**:

1. arising out of a breach of contract, except an implied contract to use another's advertising idea;

2. arising out of the failure of goods, products or services to conform with any statement of quality or performance made;

3. arising out of the wrong description of the price of goods, products or services; or

4. committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

N. **Watercraft, Aircraft**

Under Coverage B, this insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft or any aircraft owned by the **Insured** or rented to the Insured without a crew.

O. **War**

Under Coverage B, this insurance does not apply to **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.

P. **Expected or Intended**

Under Coverage B, this insurance does not apply to **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to:

1. **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property; or

2. liability of the **Named Insured** for damages as the result of an act committed by the **Named Insured's** employee(s) which results in **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Named Insured's** employee(s), provided such act was not committed at the direction of the **Named Insured.**

Q. **Liquor Liability**

Under Coverage B, this insurance does not apply to **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.

T. **"No-Fault," "Uninsured Motorist" or "Underinsured Motorist" Laws**

Under Coverage B, this insurance does not apply to any obligation of the **Insured** under any "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" law.

VII. CONDITIONS - APPLICABLE TO COVERAGES A AND B

A. **Appeals**

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we shall be liable for, in addition to the applicable Limits of Insurance of this policy, all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

B. **Audit**

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

C. **Bankruptcy or Insolvency**

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of Loss covered by this policy. But under

no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance.**

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than one hundred and eighty (180) days advance written notice stating when the cancellation is to take effect. If notice is mailed, proof of mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.

3. The **Policy Period** will end on the day and hour stated in the cancellation notice.

4. If the policy is cancelled, final premium will be calculated pro rata based on the time this policy was in force.

5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.

6. The first **Named Insured** in Item 1 of the Declarations shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

7. Any of these provisions that conflict with a law that controls the cancellation of this policy is changed by this statement to comply with that law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make a part of this policy.

F. Duties In the Event of an Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an Occurrence that may result in a claim or Suit under this policy. To the extent possible, notice should include:

   a. how, when and where the Occurrence took place,

   b. the names and addresses of any injured persons and any witnesses; and

   c. the nature and location of any injury or damage arising out of the Occurrence.

2. If a claim is made or **Suit** is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing:

   a. under Coverage A, as soon as practicable and in accordance with the reporting provisions of Scheduled Underlying Insurance.

b. under Coverage B, as soon as practicable after the Director of Risk Management and Insurance becomes aware of an occurrence, claim or Suit.

Written notice should be mailed or delivered to: **Allianz Underwriters Insurance Company at 3400 Riverside Drive, Suite 300, Burbank California 91505-4691**

3. You and any other involved Insured must:

   a. send us copies of any demands, notices, summonses or legal papers received in connection with the claim or Suit;

   b. authorize us to obtain records and other information;

   c. cooperate with us in the investigation, settlement or defense of the claim or Suit; and

4. 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.

G. **Headings**

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

H. **Inspection**

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

I. **Knowledge of Occurrence, Claim or Suit**

Knowledge of an **Occurrence**, claim or **Suit** by your agent, servant or employee shall not in itself constitute knowledge by you, unless a principal of yours shall have received notice of such Occurrence, claim or Suit from said agent, servant or employee.

J. **Legal Actions Against Us**

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and

2. the amount you owe has been determined with our consent or by actual trial and final judgment.

K. **Maintenance of Scheduled Underlying Insurance**

During the Policy Period, you agree:

1. to keep **Scheduled Underlying Insurance** in full force and effect;

2. that the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;

3. that the total applicable limits of **Scheduled Underlying Insurance** shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss**; and

4. that any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would had you fully complied with these requirements.

L. **Other Insurance**

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance.** However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. **Premium**

The first **Named Insured** designated in Item 1 of the Declarations shall be responsible for payment of all premiums when due.

The premium for this policy shall be computed on the basis set forth in Item 4 of the Declarations. At the beginning of the **Policy Period**, you must pay us the First Aggregate Term Premium shown in Item 4 of the Declarations. At the beginning of each subsequent Aggregate Term you must pay us the respective Aggregate Term Premium shown in item 4 of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. This policy is not subject to premium adjustment except for the following reasons, in which case the company will have the right to renegotiate premium for the subsequent Aggregate Term:

1. Sales increase by more than 15%

2. Material change in operations

3. Material change in coverage afforded by this policy

4. Losses are incurred under this policy

N. **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only Named Insured; and

2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. **Transfer of Rights of Recovery**

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.

2. Any recoveries shall be applied as follows:

a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

b. we then will be reimbursed up to the amount we have paid; and

c. lastly, any person or organization, including the **Insured**, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery shall be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an Occurrence, you and the insurer of **Scheduled Underlying Insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, as that term is defined under Coverage B, we will also waive any rights we may have against such person or organization.

P. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. **When Damages are Payable**

We will not make any payment under this policy unless and until:

1. under Coverage A, the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss**.

2. under Coverage B, the **Self-Insured Retention** has been exhausted by the payment of **Loss**.

When the amount of **Loss** has finally been determined, we will promptly pay on behalf of the Insured the amount of such **Loss** within the applicable Limits of Insurance of this policy.

You shall promptly reimburse us for any amount within the **Self-Insured Retention** paid by us on behalf of the **Insured**.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives, where required by law.

ENDORSEMENT FOR MOTOR CA[illegible]R POLICIES OF INSURANCE FOR PUB[illegible] LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2125-0074

Issued to Delphi Automotive Systems Corp. of 5725 Delphi Drive, Troy, MI 48098

Dated at 77 Water St, NY, NY 10005 this 1st day of February, XX 2000

Amending Policy No. NKA0155970-00 Effective Date 5/28/99

Name of Insurance Company Reliance National Indemnity Company

Telephone Number (212) 858-3600 . Countersigned by Bonnie Pitts
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2125-0074

Issued to Delphi Automotive Systems Corporation of 5725 Delphi Drive, Troy, MI 48098

Dated at 3:00 pm this 31st day of January, XX2000

Amending Policy No. AUL 5104184 Effective Date May 28, 1999 12:01 am

Name of Insurance Company Allianz Underwriters Insurance

Telephone Number (312) 641 - 2700 . Countersigned by [signature]
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $ _____ for each accident.

[X] This insurance is excess and the company shall not be liable for amounts in excess of $ 4,000,000 for each accident in excess of the underlying limit of $ 1,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
~~(1) Any vehicle with a seating capacity of 16 passengers or more.~~	~~$ 5,000,000~~
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

ENDORSEMENT FOR
MOTOR CAR...ER POLICIES OF INSURANCE FOR PUB... LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2125-0074

Issued to Delphi Automotive Systems Corporation of 5725 Delphi Drive, Troy, MI 48098

Dated at 3:00 pm this 31st day of January, XX2000

Amending Policy No. AUL 5104184 Effective Date May 28, 1999 12:01 am

Name of Insurance Company Allianz Underwriters Insurance

Telephone Number (312) 641 - 2700 . Countersigned by [signature] Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $ _____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $ 4,000,000 for each accident in excess of the underlying limit of $ 1,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
~~(1) Any vehicle with a seating capacity of 16 passengers or more.~~	~~$ 5,000,000~~
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2125-0074

Issued to Packard Hughes Interconnect of 17150 Von Karman, Irving CA 92614

Dated at 3:00 pm this 31st day of January, 19 2000

Amending Policy No. AUL 5104184 Effective Date May 28, 1999 12:01am

Name of Insurance Company Allianz Underwriters Insurance

Telephone Number (312) 641 - 2700 . Countersigned by [signature] Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $ _____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $ 4,000,000 for each accident in excess of the underlying limit of $ 1,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (in interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (in interstate or foreign commerce: in any quantity) or (in intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (in interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
~~(1) Any vehicle with a seating capacity of 16 passengers or more.~~	~~$ 5,000,000~~
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 1

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

	COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
A.	United Pacific Insurance Company Policy Number: NWA 0155968-00 (All other states) Term: May 28, 1999 To May 28, 2000	Statutory Workers' Compensation Employers' Liability	Coverage B - Employer's Liability Bodily Injury by Accident: $1,000,000.00 Each Accident Bodily Injury by Disease: $1,000,000.00 Policy Limit Bodily Injury by Disease: $1,000,000.00 Each Employee
B.	Reliance National Indemnity Company Policy Numbers: NWA 0155967-00 (AZ,IN, MO) NXC 0155966-00 (self-insured states) Term: May 28, 1999 To May 28, 2000	Statutory Workers' Compensation Employers' Liability	Coverage B - Employer's Liability Bodily Injury by Accident: $1,000,000.00 Each Accident Bodily Injury by Disease: $1,000,000.00 Policy Limit Bodily Injury by Disease: $1,000,000.00 Each Employee

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 1

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
C. Reliance National Indemnity Company Policy Number: NGB 0155969-00 Term: May 28, 1999 To October 1, 2001	Commercial General Liability Including Products-Completed Operations Liability	$1,000,000.00 General Aggregate Limit (Other than Products-Completed Operations) $1,000,000.00 Products-Completed Operations Aggregate Limit $1,000,000.00 Personal and Advertising Injury Limit $1,000,000.00 Each Occurrence Limit

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 1

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

	COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
D.	Reliance National Indemnity Company Policy Numbers: NKA 0155970-00 (All other states) NKA 0155971-00 (Texas) Term: May 28, 1999 To October 1, 2001	Commercial Automobile Liability	Bodily Injury and/or Property Damage Liability Combined Single Limit: $1,000,000.00 Each Accident
E.	United States Aviation Underwriters, Inc. Policy Number: 380AC308773 Term: May 28, 1999 To May 28, 2000	Non-Owned Aircraft Liability	$50,000,000.00 Each Occurrence $50,000,000.00 Aggregate Limit

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 1

THIS ENDORSEMENT FORMS A PART OF

POLICY NUMBER AUL 5104184

ISSUED BY Allianz Underwriters Insurance Company

AND IS EFFECTIVE MAY 28, 1999

12:01 A.M. STANDARD TIME.

NAMED INSURED

DELPHI AUTOMOTIVE SYSTEMS CORPORATION

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
F. United States Aviation Underwriters, Inc. Policy Number: SIHL1-9380 Term: May 28, 1999 To May 28, 2000	Aviation Product Liability	$100,000,000.00 Each Occurrence $100,000,000.00 Aggregate Limit
G. Allianz Underwriters Insurance Company Policy Number: ACG 5503097 Term: May 28, 1999 To October 1, 2002	Foreign Commercial General Liability Including Products-Completed Operations Liability	$10,000,000.00 General Aggregate Limit (Including Products-Completed Operations) $1,000,000.00 Personal and Advertising Injury Limit $1,000,000.00 Each Occurrence Limit

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 2

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – LIMITS OF INSURANCE

It is agreed that Item 4. Limits of Liability of the Umbrella Liability Policy Declarations Page (A.U.I.C. 0-0035A) is hereby amended to read:

A. $50,000,000. Each Occurrence
B. $50,000,000. General Aggregate (in accordance with Section IV. Limits of Insurance)
C. $50,000,000. Products Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance)
D. $50,000,000. Aviation Product Liability Aggregate

It is further agreed that Item 5. Retained Limit of the Umbrella Liability Policy Declarations Page (A.U.I.C. 0-0035A) is hereby amended to read:

A. $1,000,000. Each Occurrence – Self-Insured Retention – Coverage B
B. $2,000,000. Each Occurrence – Self-Insured Retention – Integrated Occurrence (Batch) Coverage

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 3

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM PAYMENT ENDORSEMENT

It is agreed that Item 2. of the Umbrella Liability Policy Declarations Page(A.U.I.C. 0-0035A) is hereby amended to read:

Estimated Total Annual Exposure: $32,004,523,000

First Aggregate Term Premium (May 28, 1999 to October 1, 2000): $1,419,192

Second Aggregate Term Premium (October 1, 2000 to October 1, 2001): $1,055,000

Third Aggregate Term Premium (October 1, 2001 to October 1, 2002): $1,055,000

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 4

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – MAILING ADDRESS

It is agreed that Item 1. Named Insured of the Umbrella Liability Policy Declarations Page (A.U.I.C. 0-0035A) is hereby amended to read:

Delphi Automotive Systems Corporation
MC: 480-414-410
Timberland Office Park
1450 West Long Lake Road
Troy, Michigan 48098

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

BF/jmb 9/23/99

Authorized Representative

AZUOC EN 000 0797 AIC

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 5

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – SCHEDULE OF UNDERLYING INSURANCE

It is agreed that Endorsement No. 1 – Schedule of Underlying Insurance, E and F are hereby replaced by the following:

	COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
E.	United States Aviation Underwriters, Inc.	Non-Owned Aircraft Liability	$50,000,000.00 Each Occurrence
	Policy Number: 360AC308773		$50,000,000.00 Aggregate Limit
	Term: May 28, 1999 To October 1, 1999		
	Policy Number: 360AC317461		
	Term: October 1, 1999 To October 1, 2000		

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Authorized Representative

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 5

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE MAY 11, 2000	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – MAILING ADDRESS

It is agreed that Item 1. Named Insured of the Umbrella Liability Policy Declarations (A.U.I.C. 0-0035A) is hereby amended to read:

Delphi Automotive Systems Corporation
MC: 483-400-146
World Headquarters & Customer Center
5725 Delphi Drive
Troy, MI 48098-2815

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

D. Mont

AUTHORIZED REPRESENTATIVE

PA/at (05/30/00)

AZUOC EN 000 0797 AUIC

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 7

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE May 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - PRIOR OCCURRENCE COVERAGE

In Section V. DEFINITIONS, the last paragraph in item R. Policy Period, is deleted in its entirety and replaced by the following:

All Claims for damages brought against the Insured arising out of occurrences prior to the policy inception date shall be treated as if they occurred on the first day of the policy period for any person or organization that is an Insured as of the Inception date shown in Item 3. of the Declaration. Any person or organization that becomes an Insured after the inception date is excluded from prior occurrence coverage.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

AUTHORIZED REPRESENTATIVE

PA:at 07/13/00

AZUOC EN 000 0797 AUIC

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 8

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE May 28, 1999	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT – SCHEDULE OF UNDERLYING INSURANCE

It is agreed that Endorsement No. 1 – Schedule of Underlying Insurance, C is hereby replaced by the following:

	COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
C.	Reliance National Indemnity Company Policy Number: NGB 0155969-00 Term: May 28, 1999 To October 1, 2001	Commercial General Liability Including Products – Completed Operations Liability	$1,000,000.00 Each Occurrence Limit

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

PA:at 07/13/00

AUTHORIZED REPRESENTATIVE

AZUOC EN 032 0797 AUIC

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 10

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUL 5104184	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE October 1, 2000	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – POLICY TERM

It is agreed that Item 3. Policy Period of the Commercial Umbrella Liability Declarations page, A.U.I.C. 0-0035A (Rev. 10/95) is hereby amended to read:

May 28, 1999 To October 1, 2000

Any premium that had been pre-determined for the second and third anniversary of the original three-year policy term would not be due or collectable.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

AUTHORIZED REPRESENTATIVE

PA:at 10/10/00

AZUOC EN 000 0797 AUIC

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 10

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER **AUL 5104184** ISSUED BY Allianz Underwriters Insurance Company AND IS EFFECTIVE **October 1, 2000** 12:01 A.M. STANDARD TIME.	NAMED INSURED **DELPHI AUTOMOTIVE SYSTEMS CORPORATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – POLICY TERM

It is agreed that Item 3. Policy Period of the Commercial Umbrella Liability Declarations page, A.U.I.C. 0-0036A (Rev. 10/95) is hereby amended to read:

May 26, 1999 To October 1, 2000

Any premium that had been pre-determined for the second and third anniversary of the original three-year policy term would not be due or collectable.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

AUTHORIZED REPRESENTATIVE

PA:at 10/10/00

AZUOC EN 000 0797 AUIC

Policy File

Allianz Insurance Company
(Hereinafter called the Company)
3400 Riverside Drive
Burbank, California 91505-4691

Commercial Umbrella Liability Declarations

Policy NO. **U L A 2000052**

Item 1. NAMED INSURED AND MAILING ADDRESS

DELPHI AUTOMOTIVE SYSTEMS CORPORATION
MC: 483-400-146
WORLD HEADQUARTERS & CUSTOMER CENTER
5725 DELPHI DRIVE
TROY, MICHIGAN 48098-2815

Producer
AON RISK SERVICES OF MICHIGAN
500 RENAISSANCE CENTER
SUITE 1700
DETROIT, MICHIGAN 48243-1902

Item 2. Policy Period : From OCTOBER 1, 2000 To OCTOBER 1, 2002 At 12:01 A. M. Standard Time at the address of the Named Insured shown above.

Item 3. Limits of Insurance :
The Limits of Insurance, subject to all the terms of this policy, are :

A. $ SEE AMENDMENT – LIMITS OF INSURANCE Each Occurrence

B. $ SEE AMENDMENT – LIMITS OF INSURANCE General Aggregate (in accordance with Section III, Limits of Insurance.)

C. $ SEE AMENDMENT – LIMITS OF INSURANCE Products Completed Operations Aggregate (in accordance with Section III, Limits of Insurance.)

D. $ SEE AMENDMENT – LIMITS OF INSURANCE Self Insured Retention

Item 4. Premium Computation

Estimated Exposure	Rate/ Per	Advance Premium	Minimum Premium
SEE PREMIUM PAYMENT ENDORSEMENT			

Item 5. Endorsements : Forms and endorsements applying to this coverage and made a part of this policy at time of issue.
COMMERCIAL UMBRELLA LIABILITY POLICY, AIC A/BUMB
COMMERCIAL LINES POLICY JACKET, BJP 190A – A.I.C. (REV 6/94)
FORMS AND ENDORSEMENTS LIST, FAEL 0600

Countersigned by :

Authorized Representative

NOVEMBER 13, 2000
Date

P[illegible] 1/13/00
A[illegible]C DEC 0797 AIC

ORIGINAL

Allianz

COMMERCIAL UMBRELLA LIABILITY POLICY

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 Section V. Definitions.

Other words and phrases that appear in bold print have special meaning. See Section V. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. INSURING AGREEMENT - COVERAGE A: EXCESS FOLLOW FORM INSURANCE

A. We will pay on behalf of the **Insured** those sums in excess of the total applicable limits of **Scheduled Underlying Insurance** that the **Insured** becomes legally obligated to pay as damages provided the damages would be covered by **Scheduled Underlying Insurance**, except for exhaustion of the total applicable limits of **Scheduled Underlying Insurance** by the payment of **Loss**.

B. Coverage A shall follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of **Scheduled Underlying Insurance** conflict with any provisions of this policy, the provisions of this policy will apply.

C. Coverage A of this policy will not, in any event, provide broader coverage than that provided by **Scheduled Underlying Insurance**.

D. If we are prevented by law or statute from paying damages on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the total applicable limits of **Scheduled Underlying Insurance**.

E. The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

II. INSURING AGREEMENT - COVERAGE B: UMBRELLA LIABILITY INSURANCE

A. We will pay on behalf of the **Insured** those sums in excess of the **Self-Insured Retention** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law or assumed by the **Insured** under an **Insured Contract** because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** not covered by **Scheduled Underlying Insurance**, provided that:

1. The **Bodily Injury or Property Damage** is caused by an **Occurrence** happening anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy**.

2. The **Personal Injury or Advertising Injury** is caused by an **Occurrence** happening anywhere, and the **Occurrence** takes place during the **Policy Period**.

B. Coverage B will not apply to damages that would have been covered by **Scheduled Underlying Insurance**, except for the exhaustion of the total applicable limits of **Scheduled Underlying Insurance** by the payment of **Loss**.

C. If we are prevented by law or statute from paying damages on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Self-Insured Retention**.

D. The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

III. DEFENSE PROVISIONS

A. We shall have the right and duty to defend any **Suit** against the **Insured** that seeks damages covered by this policy:

1. under Coverage A, when the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss**.

2. under Coverage B, when the damages sought because of **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** would not be covered by **Scheduled Underlying Insurance**.

We shall have the right and duty to defend any **Suit** against the **Insured** that seeks damages covered by this policy, even if the **Suit** is groundless, false or fraudulent.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

B. When we assume the defense of any Suit against the **Insured** that seeks damages covered by this policy, we will:

1. investigate, negotiate and settle the Suit as we deem expedient; and

2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance**:

a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

b. premiums on appeal bonds required by law to appeal the **Suit**, but we are not obligated to apply for or furnish any such bond;

c. all costs taxed against the **Insured** in the **Suit**;

d. pre-judgment interest awarded against the **Insured** on that part of the judgment we pay.

e. post-judgment interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and

f. the **Insured's** expenses incurred at our request or with our consent.

C. Except as provided in Paragraph A. above, we shall have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

D. We will not defend any Suit or investigate any claim after the exhaustion of the total applicable Limits of Insurance of this policy by the payment of Loss.

IV. LIMITS OF INSURANCE

A. With respect to Coverages A and B, the Limits of Insurance shown in Item 4 of the Declarations and the rules below state the most we will pay regardless of the number of:

1. **Insureds;**
2. claims made or **Suits** brought against any or all **Insureds;**
3. persons or organizations making claims or bringing **Suits;** or
4. coverages provided under this policy.

B. The General Aggregate Limit stated in Item 4. Of the Declarations is the most we will pay for **all** damages under Coverage A and separately under Coverage B, except for:

1. damages covered by the **Products-Completed Operations Hazard;**
2. damages covered by Aviation Product Liability; and
3. damages covered by **Scheduled Underlying Insurance** to which no aggregate limit applies.

In addition, with respect to Coverage A only, if **Scheduled Underlying Insurance** contains an aggregate limit, other than an aggregate applying to the **Products-Completed Operations Hazard** or Aviation Product Liability, the General Aggregate Limit stated in Item 4 of the Declarations will apply in the same manner as the aggregate limit of any such **Scheduled Underlying Insurance.**

C. The Products-Completed Operations Aggregate Limit stated in Item 4 of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard** for Coverage A and Coverage B combined.

D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 4 of the Declarations is the most we will pay for the sum of all damages under Coverage A and Coverage B combined arising out of any one Occurrence.

E. Coverage A applies only in excess of the total applicable limits of **Scheduled Underlying Insurance.** If, however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of Insurance:

1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount; or
2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

F. Under Coverage A, if the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss**, we will:

1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance**; and

2. in the event of exhaustion, continue in force as underlying insurance.

G. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy, unless otherwise provided by **Scheduled Underlying Insurance**.

H. The Limits of Insurance of this policy apply separately to each aggregate term stated in item 4 of the Declarations.

V. DEFINITIONS

A. **Advertisement** under Coverage B means a paid broadcast, publication or telecast to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

B. **Advertising Injury** under Coverage B means injury, other than **Bodily Injury** or **Personal Injury**, arising solely out of your **Advertisement** as a result of one or more of the following offenses:

1. slander or libel of a person or organization, or disparagement of a person's or organization's goods, products or services in your **Advertisement**;

2. violation of a person's right of privacy in your **Advertisement**;

3. misappropriation of another's advertising idea in your **Advertisement**; or

4. infringement upon another's copyright, trademark or slogan in your **Advertisement**.

C. **Auto** under Coverage B and under any exclusion in this policy applicable to Coverage A means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **Mobile Equipment**.

D. **Bodily Injury** under Coverage B and under any exclusion in this policy applicable to Coverage A means bodily injury, sickness, disability or disease, including death resulting from any of these at any time. **Bodily Injury** shall also mean mental injury, mental anguish, humiliation, shock or death if directly resulting from bodily injury, sickness, disability or disease.

E. **Hostile Fire** under Coverage B and under any exclusion in this policy applicable to Coverage A means a fire that becomes uncontrollable or breaks out from where it was intended to be.

F. **Impaired Property** under Coverage B means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or

2. your fulfilling the terms of the contract or agreement.

G. **Insured** under Coverage A means:

1. the **Named Insured**; and

2. any person or organization that is an insured under **Scheduled Underlying Insurance.**

H. **Insured** under Coverage B means:

1. the **Named Insured;**

2. if you are an **Individual**, your spouse, but only with respect to the conduct of a business of which you are the sole owner;

3. your partners, joint venture members, executive officers, employees, directors, stockholders or volunteers while acting within the scope of their duties as such;

4. any person or organization while acting as your real estate manager;

5. your legal representative if you die, but only with respect to duties as such; and

6. any person or organization to whom you are obligated by any **Insured Contract** to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of operations conducted by you or on your behalf.

I. **Insured Contract** under Coverage B means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** to a third person or organization. However, the **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** must arise out of an **Occurrence** that takes place subsequent to the execution of the **Insured Contract.** Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Solely for the purposes of liability assumed under an **Insured Contract,** reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury.**

J. **Loss** under Coverages A and B means those sums actually paid as judgments and settlements and, under Coverage A if provided by **Scheduled Underlying Insurance,** expenses incurred to defend any **Suit** or to investigate any claim.

K. **Mobile Equipment** under Coverage B and under any exclusion in this policy applicable to Coverage A means any of the following types of land vehicles, including any attached machinery or equipment:

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

2. vehicles maintained for use solely on or next to premises you own or rent;

3. vehicles that travel on crawler treads;

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

   a. power cranes, shovels, loaders, diggers or drills; or

   b. road construction or resurfacing equipment such as graders, scrapers or rollers;

5. vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. cherry pickers and similar devices used to raise or lower workers;

6. vehicles not described in Paragraph 1., 2., 3. or 4. 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**:

   a. equipment designed primarily for:

      i) snow removal;

      ii) road maintenance, but not construction or resurfacing; or

      iii) street cleaning;

   b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

   c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

L. **Named Insured** under Coverage A means any person or organization that is a named insured or the equivalent thereof in **Scheduled Underlying Insurance**.

M. **Named Insured** under Coverage B means:

   Delphi Automotive Systems Corporation; and, any direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership (now existing or hereafter created or acquired), in which Delphi Automotive Systems Corporation, or any direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership of Delphi Automotive Systems (now existing or hereafter created or acquired), or any combination thereof, has:

   1. a fifty percent (50%) or greater ownership interest, or

   2. exercises management control, or

3. agreed in writing to assume the obligation to provide insurance of the type afforded by this policy for the entire direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership.

Any interest in, or liability related to, any direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership of Delphi Automotive Systems Corporation, not already included in the definition of **Named Insured** in the paragraph immediately above, shall be limited to Delphi Automotive Systems Corporation's, or any direct or indirect subsidiary, division, allied or affiliated company's, joint venture or partnership's percentage of ownership in the direct or indirect subsidiary, division, allied or affiliated company, joint venture or partnership (now existing or hereafter created or acquired), or any combination thereof.

N. **Occurrence** under Coverage A means the definition given to that term or the equivalent thereof in **Scheduled Underlying Insurance.**

O. **Occurrence** under Coverage B means:

1. as respects **Bodily Injury or Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions shall be deemed to arise out of one Occurrence.

2. as respects the **Products-Completed Operations Hazard**, merchandise or products from one prepared or acquired lot, batch or product run that, after sale, causes **bodily injury or property damage** arising out of the same common cause to more than one person shall be considered to have resulted from one integrated occurrence.

   It is further agreed that solely as respects any coverage granted herein:

   a. The date of loss will be the occurrence date of the first loss received by the Named Insured; and
   b. The Self-Insured Retention in Item 5 of the Declarations is $2,000,000.

3. as respects **Personal Injury or Advertising Injury**, an offense arising out of your business that causes **Personal Injury or Advertising Injury**. All damages that arise from the same or related injurious material or act shall be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

P. **Other Insurance** under Coverages A and B means a policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

Q. **Personal Injury** under Coverage B means injury arising out of your business, other than **Bodily Injury or Advertising Injury**, caused by one or more of the following offenses:

1. false arrest, detention or imprisonment;

2. malicious prosecution;

3. 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;

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

5. oral, written or electronic publication of material that violates a person's right of privacy; or

6. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   a. not done intentionally by or at the direction of any **Insured**; and

   b. not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any **Insured**.

R. **Policy Period** under Coverages A and B means the period of time from the inception date shown in Item 3 of the Declarations to the earlier of the expiration date shown in Item 3 of the Declarations or the effective date of termination of this policy.

All Claims for damages brought against the Insured arising out of occurrences prior to the policy inception date shall be treated as if they occurred on the first day of the policy period.

S. **Pollutants** under Coverage B and under any exclusion in this policy applicable to Coverage A 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.

T. **Products-Completed Operations Hazard** under Coverage B and under any exclusion in this policy applicable to Coverage A means 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. However, **Your Work** will be deemed completed at the earliest of the following times:

   a. when all of the work called for in your contract has been completed;

   b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

   c. 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.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any Insured; or

2. the existence of tools, uninstalled equipment or abandoned or unused materials.

U. **Property Damage** under Coverage B and under any exclusion in this policy applicable to Coverage A means:

1. 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

2. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

V. **Scheduled Underlying Insurance** under Coverages A and B means:

1. the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy; and

2. automatically any renewal or replacement of any policy in Paragraph 1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

W. **Self-Insured Retention** under Coverage B means the amount applicable to each **Occurrence** for which the **Insured** is responsible that is shown in Item 5 of the Declarations.

X. **Suit** under Coverages A and B means a civil proceeding seeking damages covered by this policy. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or

2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

Y. **Your Product** under Coverage B and under any exclusion in this policy applicable to Coverage A means:

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

   a. you;

   b. others trading under your name; or

   c. a person or organization whose business or assets you have acquired; and

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

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and

2. 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.

Z. **Your Work** under Coverage B and under any exclusion in this policy applicable to Coverage A means:

1. work or operations performed by you or on your behalf; and

2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and

2. the providing of or failure to provide warnings or instructions.

VI. EXCLUSIONS

A. Asbestos

Under Coverages A and B, this insurance does not apply to any liability arising out of:

1. the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

2. any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

3. any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Various Laws

Under Coverages A and B, this insurance does not apply to any liability under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revision thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world; or

2. any Workers' Compensation, Unemployment Compensation or Disability Benefits Law, or any similar law.

C. Securities

Under Coverages A and B, this insurance does not apply to any liability arising out of:

1. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;

2. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or

3. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

D. **Employment Practices**

Under Coverages A and B, this insurance does not apply to any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;

2. termination of any employee;

3. failure to promote or advance any employee; or

4. employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a past, present, future or prospective employee.

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.

E. **Care, Custody and Control**

Under Coverages A and B, this insurance does not apply to **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 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.**

F. **Nuclear Liability**

Under Coverages A and B, this insurance does not apply to:

1. any liability:

   a. with respect to which the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability - Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the 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;

   b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any 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 available 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 an agency thereof with any person or organization;

   c. resulting from the hazardous properties of nuclear material if:

      i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;

      ii) the nuclear material is contained in spent fuel or waste at anytime possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or

      iii) the injury or damage arises out of the furnishing by the **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 iii. applies only to **Property Damage** to such nuclear facility and any property thereat.

2. As used in this exclusion:

   a. "hazardous properties" includes 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 any law 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 a nuclear facility included within the definition of nuclear facility below;

f. "nuclear facility" means:

i) any nuclear reactor;

ii) 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 wastes;

iii) 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 **Insured's** custody 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; or

iv) any structure, basin, excavation, premises or place prepared or used for 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. **Property Damage** includes all forms of radioactive contamination of property.

G. **Pollution**

Under Coverages A and B, this insurance does not apply to:

1. **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world;

2. any loss, cost or expense arising out of any governmental direction or request that we, the **Insured** or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or assess the effects of **Pollutants**; or

3. any loss, cost or expense, including but not limited to costs of investigation or attorney's fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

However, this exclusion does not apply to **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising out of:

1. Any discharge, dispersal, seepage, migration, release or escape directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot and civil commotion, flood, earthquake, collision or upset of a motor vehicle, mobile equipment or aircraft, automatic sprinkler leakage.

2. The **Products–Completed Operations Hazard**; or

3. Any discharge, dispersal, seepage, migration, release or escape of **pollutants** that meets all of the following conditions:

a. It was accidental and neither expected nor intended by the **Named Insured**. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **Pollutants** was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third party **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** could occur; and

b. It was demonstrable as having commenced on a specific date during the term of this policy; and

c. Its commencement became known to the **Named Insured** within seven (7) calendar days and was further reported to the Risk Management and Insurance Department within a reasonable time frame; and

d. Its commencement was reported in writing to us within twenty-one (21) calendar days of becoming known to the Risk Management and Insurance Department; and

e. Reasonable effort was expended by the Named Insured to terminate the situation as soon as conditions permitted.

However, nothing contained herein shall operate to provide any coverage with respect to:

a. Any site or location principally used by the **Insured**, or by others on the Insured's behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;

b. Any fines or penalties;

c. Any clean up costs ordered by the Superfund Program, or any federal, state or local governmental authority. However, this specific exclusion c. shall not serve to deny coverage for third party clean up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority;

d. Acid rain;

e. Clean up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises the **Insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or

f. Water pollution caused by oil or its derivatives

It is further agreed that solely as respects any coverage granted herein:

1. The Self-Insured Retention in Item 5 of the Declarations is $1,000,000; and

2. Item A of Section III Defense Provisions is hereby deleted in its entirety; and

3. We will not be obligated to assume charge of the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against the **Insured**. We will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims. Suits or proceedings relative to any **Occurrence** which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

H. Damage to Impaired Property

Under Coverage B, this insurance does not apply to **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.

I. **Damage to Your Product**

Under Coverage B, this insurance does not apply to **Property Damage to Your Product** arising out of it or any part of it.

J. **Damage to Your Work**

Under Coverage B, this insurance does not apply to **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.

K. **Product Recall**

Under Coverage B, this insurance does not apply to 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:

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.

L. **Willful Violation, Falsity, Prior Publication, Criminal, Assumed Liability**

Under Coverage B, this insurance does not apply to **Personal Injury** or **Advertising Injury:**

1. caused by or at the direction of any **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** or **Advertising Injury;**

2. arising out of oral, written or electronic publication of material if done by or at the direction of any **Insured** with knowledge of its falsity;

3. arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the **Policy Period;**

4. arising out of a criminal act committed by or at the direction of any **Insured**; or

5. 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.

M. **Various Advertising**

Under Coverage B, this insurance does not apply to **Advertising Injury**:

1. arising out of a breach of contract, except an implied contract to use another's advertising idea;

2. arising out of the failure of goods, products or services to conform with any statement of quality or performance made;

3. arising out of the wrong description of the price of goods, products or services; or

4. committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

N. **Watercraft, Aircraft**

Under Coverage B, this insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft or any aircraft owned by the **Insured** or rented to the Insured without a crew.

O. **War**

Under Coverage B, this insurance does not apply to **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.

P. **Expected or Intended**

Under Coverage B, this insurance does not apply to **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to:

1. **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property; or

2. liability of the **Named Insured** for damages as the result of an act committed by the **Named Insured's** employee(s) which results in **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Named Insured's** employee(s), provided such act was not committed at the direction of the **Named Insured**.

Q. **Liquor Liability**

Under Coverage B, this insurance does not apply to **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.

T. **"No-Fault," "Uninsured Motorist" or "Underinsured Motorist" Laws**

Under Coverage B, this insurance does not apply to any obligation of the **Insured** under any "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" law.

VII. CONDITIONS - APPLICABLE TO COVERAGES A AND B

A. Appeals

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we shall be liable for, in addition to the applicable Limits of Insurance of this policy, all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance.**

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than one hundred and eighty (180) days advance written notice stating when the cancellation is to take effect. If notice is mailed, proof of mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.

3. The **Policy Period** will end on the day and hour stated in the cancellation notice.

4. If the policy is cancelled, final premium will be calculated pro rata based on the time this policy was in force.

5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.

6. The first **Named Insured** in Item 1 of the Declarations shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

7. Any of these provisions that conflict with a law that controls the cancellation of this policy is changed by this statement to comply with that law.

E. **Changes**

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make a part of this policy.

F. **Duties in the Event of an Occurrence, Claim or Suit**

1. You must see to it that we are notified as soon as practicable of an Occurrence that may result in a claim or Suit under this policy. To the extent possible, notice should include:

   a. how, when and where the Occurrence took place,

   b. the names and addresses of any injured persons and any witnesses; and

   c. the nature and location of any injury or damage arising out of the Occurrence.

2. If a claim is made or Suit is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing:

   a. under Coverage A, as soon as practicable and in accordance with the reporting provisions of Scheduled Underlying Insurance.

   b. under Coverage B, as soon as practicable after the Director of Risk Management and Insurance becomes aware of an occurrence, claim or Suit.

   Written notice should be mailed or delivered to: **Allianz Underwriters Insurance Company at 3400 Riverside Drive, Suite 300, Burbank California 91505-4691**

3. You and any other Involved Insured must:

   a. send us copies of any demands, notices, summonses or legal papers received in connection with the claim or Suit;

   b. authorize us to obtain records and other information;

   c. cooperate with us in the investigation, settlement or defense of the claim or Suit; and

4. 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.

G. **Headings**

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

H. **Inspection**

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

I. **Knowledge of Occurrence, Claim or Suit**

Knowledge of an **Occurrence**, claim or **Suit** by your agent, servant or employee shall not in itself constitute knowledge by you, unless a principal of yours shall have received notice of such Occurrence, claim or Suit from said agent, servant or employee.

J. **Legal Actions Against Us**

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and

2. the amount you owe has been determined with our consent or by actual trial and final judgment,

K. **Maintenance of Scheduled Underlying Insurance**

During the Policy Period, you agree:

1. to keep **Scheduled Underlying Insurance** in full force and effect;

2. that the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;

3. that the total applicable limits of **Scheduled Underlying Insurance** shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss**; and

4. that any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would had you fully complied with these requirements.

L. **Other Insurance**

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. **Premium**

The first **Named Insured** designated in Item 1 of the Declarations shall be responsible for payment of all premiums when due.

The premium for this policy shall be computed on the basis set forth in Item 4 of the Declarations. At the beginning of the **Policy Period**, you must pay us the First Aggregate Term Premium shown in Item 4 of the Declarations. At the beginning of each subsequent Aggregate Term you must pay us the respective Aggregate Term Premium shown in Item 4 of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. This policy is not subject to premium adjustment except for the following reasons, in which case the company will have the right to renegotiate premium for the subsequent Aggregate Term:

1. Sales increase by more than 15%
2. Material change in operations
3. Material change in coverage afforded by this policy
4. Losses are incurred under this policy

N. **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only Named Insured; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. **Transfer of Rights of Recovery**

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries shall be applied as follows:
   a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
   b. we then will be reimbursed up to the amount we have paid; and
   c. lastly, any person or organization, including the **Insured**, that has paid an amount over which this policy is excess is entitled to claim the remainder.

   Expenses incurred in the exercise of rights of recovery shall be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.
3. If, prior to the time of an Occurrence, you and the insurer of **Scheduled Underlying Insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, as that term is defined under Coverage B, we will also waive any rights we may have against such person or organization.

P. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. **When Damages are Payable**

We will not make any payment under this policy unless and until:

1. under Coverage A, the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss.**

2. under Coverage B, the **Self-Insured Retention** has been exhausted by the payment of **Loss.**

When the amount of **Loss** has finally been determined, we will promptly pay on behalf of the Insured the amount of such **Loss** within the applicable Limits of Insurance of this policy.

You shall promptly reimburse us for any amount within the **Self-Insured Retention** paid by us on behalf of the **Insured.**

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives, where required by law.

Allianz Insurance Company

FORMS AND ENDORSEMENT LIST

NAMED INSURED: Delphi Automotive Systems Corporation
POLICY NUMBER: ULA 2000052
EFFECTIVE DATE: 10/1/2000

The following policy forms and endorsements have been attached to and made a part of the policy at inception.

[illegible]	[illegible]	[illegible]
Amendatory Endorsement - Uninsured/Underinsured Motorists Coverage State of Ohio	APEM 2	06/01/2000
Amendment - Limits of Insurance	APEM 2	06/01/2000
Amendment Prior Occurrence Coverage	APEM 2	06/01/2000
Premium Payment Endorsement	APEM 2	06/01/2000
Schedule of Underlying Insurance	APEM 2	06/01/2000

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - UNINSURED/UNDERINSURED MOTORISTS COVERAGE
STATE OF OHIO

Exclusion T. under Section VI. **Exclusions** is deleted and replaced by the following:

Under Ohio law, we are required to make available Uninsured/Underinsured Motorist Coverage up to the **Bodily Injury** Liability limit that you have selected in this policy. You may select an Uninsured/Underinsured Motorists limit lower than your **Bodily Injury** limit; or you may reject Uninsured/Underinsured Motorists entirely.

If you do elect to include Uninsured/Underinsured Motorists Coverage, it is subject to the following conditions:

1. Our liability to pay for damages is subject to the terms and conditions of the Uninsured/Underinsured Motorists Coverage in your underlying insurance policy(ies);

2. The limit for Uninsured/Underinsured Motorists Coverage as stated in the declarations is the total limit of our liability regardless of the number of:

   a) Automobiles insured by this policy or underlying insurance;
   b) Persons of organizations who are **Insureds** under the policy;
   c) Persons of organizations sustaining injury or damage; or
   d) Claims made or suits brought.

3. The Uninsured/Underinsured Motorists limits of your underlying policy(ies) must be maintained at the limits shown in the Schedule of Underlying Insurance of this policy.

Please indicate below which Uninsured/Underinsured Motorists Coverage option you desire:

I/we elect Uninsured/Underinsured Motorists Coverage with limits of $_____

I/we reject Uninsured/Underinsured Motorists Coverage entirely

Applicant's Name & Title Graham Rickard, Risk Manager
(PLEASE PRINT)

Applicant's Signature ____ Date 9/28/00

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

Ohio Uninsured/Underinsured Motorists Coverage
Rejection/Selection Form

Named Insured or applicant: Delphi Automotive Systems Corporation and all separately incorporated subsidiaries including but not limited to Delphi Automotive Systems LLC.

Policy Number: ULA 2000052

Ohio law requires that we offer excess Uninsured/Underinsured Motorists (UM/UIM) coverage in your policy or the policy for which you have applied. The law requires us to offer a limit of insurance for this coverage equal to the limit of the liability coverages under the policy.

The premium for this coverage for one year is $5,375 per Ohio employee. This premium is in addition to the premium for other coverages under the policy. You must pay this additional premium unless you notify us in writing that you want to reject this coverage. You may do so by completing this form, signing and dating it and returning it to your agent or broker.

You also have the option to select one of the limits shown in this form for this coverage which is less than the limit of insurance for the liability coverage under the policy. If you select a lesser limit, you must pay the additional premium for that limit.

What is Uninsured/Underinsured Motorists Coverage?

UM/UIM pays damages if you or any other insured, while in a covered auto, are injured or killed in an accident caused by someone who does not carry any insurance (Uninsured Motorist) or who carries insurance limits that are less than the UM/UIM coverage provided by your policy (Underinsured Motorist).

The limit for this coverage is the most we will pay for any one accident regardless of the number of autos you have or the number of persons injured in the accident.

This coverage will be excess of $1,000,000 each accident, which, consistent with Ohio Law, is maintained and evidenced by Delphi under a Certificate of Self-Insurance, Certificate Number 010, issued by the State of Ohio, Department of Public Safety, Bureau of motor Vehicles. Thus, this policy does not cover amounts equal to or less than $1,000,000.

This coverage is also subject to the other terms and conditions of the policy.

Allianz

Check one of the boxes below, indicating your choice.

Rejection of UM/UIM Coverage

☒ I reject UM/UIM coverage completely.

Selection of Lesser Limits

I choose the limit for excess UM/UIM coverage checked below. If we have not specified what lesser limits are available, this option is not available to you because the limit of insurance for the liability coverages under your policy is the least limit we offer.

☐ $25,000,000. Each Accident.
The additional premium for one year is $2,000 per Ohio employee.

☐ $10,000,000 Each Accident.
The additional premium for one year is $500 per Ohio employee.

☐ $7,500,000 Each Accident.
The additional premium for one year is $375 per Ohio employee.

I acknowledge that I have read the foregoing offer and have selected the UM/UIM limit or Rejected UM/UIM coverage as noted above. Pursuant to Ohio Revised Code section 3937.18, Paragraph (c) *, I understand and intend my selection or rejection to bind all named insureds, insureds and applicants on the policy for which I have applied and to which this Rejection/Selection form may be attached. I understand that my selection or rejection is valid for this coverage period and future coverage periods. I understand that this completed offer will become part of my insurance policy and any future renewals of my insurance policy and will remain in effect until I request another selection in writing.

Signature of Named Insured or Authorized Representative**
John Blahnik, Vice President and Treasurer,
Delphi Automotive Systems

Sept 28, 2001
Date

*which states in part:

"... A named insured's or applicant's written, signed rejection of both coverages as offered under division (A) of this section, or a named insured's or applicant's written, signed selection of such coverages in accordance with the schedule of limits approved by the superintendent shall be effective on the date signed, shall create a presumption of an offer of coverages consistent with division (A) of this section, and shall be binding on all other named insureds, insureds, or applicants."

**Authorized Representative has authority to bind Delphi Automotive Systems Corporation and all separately incorporated subsidiaries, including, but not limited to, Delphi Automotive Systems LLC; and; all separately incorporated subsidiaries, including, but not limited to, Delphi Automotive Systems LLC give their parent, Delphi Automotive Systems Corporation, the authority to waive UM/UIM coverage on their behalf.

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – LIMITS OF INSURANCE

It is agreed that Item 3. Limits of Liability of the Umbrella Liability Policy Declarations Page (AZUOC DEC 0797 AIC) is hereby amended to read:

A. $50,000,000. Each Occurrence
B. $50,000,000. General Aggregate (in accordance with Section IV, Limits of Insurance)
C. $50,000,000. Products-Completed Operations Aggregate (in accordance with Section IV, Limits of Insurance)
D. $50,000,000. Aviation Product Liability Aggregate
E. $1,0000,000. Each Occurrence – Self-Insured Retention – Coverage B
F. $2,000,0000. Each Occurrence – Self-Insured Retention – Integrated Occurrence (Batch) Coverage

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT PRIOR OCCURRENCE COVERAGE

In Section V. DEFINITIONS, the last paragraph in Item R. Policy Period, is deleted in its entirety and replaced by the following:

All Claims for damages brought against the Insured arising out of occurrences prior to the policy inception date shall be treated as if they occurred on the first day of the policy period for any person or organization that is an Insured as of the inception date shown in Item 2. of the Declaration. Any person or organization that becomes an Insured after the inception date is excluded from prior occurrence coverage.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM PAYMENT ENDORSEMENT

It is agreed that Item 4. Premium Computation of the Umbrella Liability Policy Declarations Page (AZUOC DEC 0797 AIC) is hereby amended to read:

Estimated Total Annual Exposure: $32,004,523,000.

First Aggregate Term Premium (October 1, 2000 to October 1, 2001): $1,080,389.

Second Aggregate Term Premium (October 1, 2001 to October 1, 2002): $1,080,389.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
A. ACE American Insurance Company Policy Number: XWC 01 4001 (Self-Insured States) Term: October 1, 2000 To October 1, 2001	Employers' Liability	Bodily Injury by Accident: $1,000,000.00 Each Accident Bodily Injury by Disease: $1,000,000.00 Policy Limit Bodily Injury by Disease: $1,000,000.00 Each Employee
B. Pacific Employers Insurance Company Policy Numbers: WLR C4 3013191 ID,MD,VA,OR,TX) WLR C4 301299A (All Other States) WLR C4 3013038 (PHI) NWC C4 301304A (MA) Term: October 1, 2000 To October 1, 2001	Employers' Liability	Bodily Injury by Accident: $1,000,000.00 Each Accident Bodily Injury by Disease: $1,000,000.00 Policy Limit Bodily Injury by Disease: $1,000,000.00 Each Employee

Allianz

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
C. Pacific Employers Insurance Company Policy Number: HDO G2 0307043 Term: October 1, 2000 To October 1, 2001	Commercial General Liability	$1,000,000.00 Each Occurrence Limit
D. Pacific Employers Insurance Company Policy Number: ISA HO 7662360 Term: October 1, 2000 To October 1, 2001	Commercial Automobile Liability	Bodily Injury and/or Property Damage Liability Combined Single Limit: $1,000,000.00 Each Accident
E. United States Aviation Underwriters, Inc. Policy Number: 360AC317461 Term: October 1, 2000 To October 1, 2001	Non-Owned Aircraft Liability	$50,000,000.00 Each Occurrence $50,000,000.00 Aggregate Limit

Allianz

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
F. United States Aviation Underwriters, Inc. Policy Number: SIHL1-9674 Term: October 1, 2000 To October 1, 2001	Aviation Product Liability	$100,000,000.00 Each Occurrence $100,000,000.00 Aggregate Limit
G. Allianz Underwriters Insurance Company Policy Number: ACG 5503097 Term: May 28, 1999 To October 1, 2002	Foreign Commercial General Liability Including Products-Completed Operations Liability	$10,000,000.00 General Aggregate Limit (Including Products-Completed Operations) $1,000,000.00 Personal and Advertising Injury Limit $1,000,000.00 Each Occurrence Limit

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

ENDORSEMENT NO. 1

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER ULA 2000052	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Insurance Company	
AND IS EFFECTIVE FEBRUARY 1, 2001	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy changes are indicated by an ☒ and amended to read as shown below.

- ☐ 1. Named Insured
- ☐ 2. Policy Period
- ☐ 3. Form of Business
- ☐ 4. Location(s) of all Premises you own, rent or occupy
- ☐ 5. Location(s) added
- ☐ 6. Total Advance Premium
- ☐ 7. Limit(s) of Insurance
- ☐ 8. Covered Auto Symbol(s)
- ☐ 9. Additional Insured(s) added
- ☐ 10. Premium Computation
- ☐ 11. Audit Period
- ☒ 12. Forms/Endorsement added
- ☐ 13. Item(s) listed below added to Schedule
- ☐ 16. Mailing Address of Named Insured
- ☐ 17. Policy Conditions
- ☐ 18. Business Description
- ☐ 19. Description or location of property
- ☐ 20. Location(s) deleted
- ☐ 21. Coverages
- ☐ 22. Deductibles
- ☐ 23. Rating Information
- ☐ 24. Premium Basis
- ☐ 25. Other
- ☐ 26. Forms/Endorsement deleted
- ☐ 27. Item(s) listed below deleted from Schedule

12. FORMS/ENDORSEMENT ADDED:

		ISSUE DATE	EFFECTIVE DATE
APEM 2 (Ed. 06/00)	AMENDMENT - SCHEDULE OF UNDERLYING INSURANCE	04/23/01	02/01/01

- ☐ Additional Premium payable at Endorsement Effective Date: $ _____
- ☐ Installments amended per attached Premium Installment Endorsement.
- ☐ Return Premium payable at Endorsement Effective Date $ _____
- ☒ No change in premium

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SCHEDULE OF UNDERLYING INSURANCE

The following items are added to the Schedule of Underlying Insurance effective February 1, 2001:

COMPANY AND POLICY NUMBER		COVERAGE	LIMITS
H.	TIG Specialty Insurance Company Policy Number: KSP0003804280800 Term: February 1, 2001 To February 1, 2002	Motorsports Sponsorship Liability	$1,000,000.00 Each Occurrence
I.	TIG Specialty Insurance Company *Policy Number: KLB0003804280900 Term: February 1, 2001 To February 1, 2002	Motorsports Sponsorship Liability	$9,000,000.00 Each Occurrence

*In Excess of H. above

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.
PA:at 04/23/01

Allianz

ENDORSEMENT NO. 2

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER ULA 2000052	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Insurance Company	
AND IS EFFECTIVE SEPTEMBER 27, 2001	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy changes are indicated by an ☒ and amended to read as shown below.

- ☐ 1. Named Insured
- ☐ 2. Policy Period
- ☐ 3. Form of Business
- ☐ 4. Location(s) of all Premises you own, rent or occupy
- ☐ 5. Location(s) added
- ☐ 6. Total Advance Premium
- ☐ 7. Limit(s) of Insurance
- ☐ 8. Covered Auto Symbol(s)
- ☐ 9. Additional Insured(s) added
- ☐ 10. Premium Computation
- ☐ 11. Audit Period
- ☒ 12. Forms/Endorsement added
- ☐ 13. Item(s) listed below added to Schedule
- ☐ 16. Mailing Address of Named Insured
- ☐ 17. Policy Conditions
- ☐ 18. Business Description
- ☐ 19. Description or location of property
- ☐ 20. Location(s) deleted
- ☐ 21. Coverages
- ☐ 22. Deductibles
- ☐ 23. Rating Information
- ☐ 24. Premium Basis
- ☐ 25. Other
- ☐ 26. Forms/Endorsement deleted
- ☐ 27. Item(s) listed below deleted from Schedule

12. FORMS/ENDORSEMENT ADDED:		ISSUE DATE	EFFECTIVE DATE
APEM 2 (Ed. 06/00)	AVIATION PRODUCTS AND GROUNDING LIABILITY WAR RISK EXCLUSION	09/28/01	09/27/01

- ☐ Additional Premium payable at Endorsement Effective Date: $ _____
- ☐ Installments amended per attached Premium Installment Endorsement.
- ☐ Return Premium payable at Endorsement Effective Date $ _____
- ☒ No change in premium

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVIATION PRODUCTS AND GROUNDING LIABILITY WAR RISK EXCLUSION

The following section is added to part VI. Exclusions; paragraph O. War:

Under Coverage A and B, this insurance does not apply to Aviation Products and Grounding Liability arising out of:

1. an attempted or actual: capture, seizure, arrest, restraint, detention, requisition or the taking of any property covered by your policy by any government, governmental authority or agent (whether secret or otherwise) or by any military, naval or usurped power, whether in time of war or peace and whether it's lawful or unlawful: or

2. war, invasion, civil war, revolution, rebellion, insurrection or warlike operations, whether or not there is a declaration of war.

Nor will we cover any injury or damage which results as a consequence of the above causes.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

Allianz

ENDORSEMENT NO. 3

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER ULA 2000052	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Insurance Company	
AND IS EFFECTIVE October 1, 2001	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy changes are indicated by an ☒ and amended to read as shown below.

- ☐ 1. Named Insured
- ☐ 2. Policy Period
- ☐ 3. Form of Business
- ☐ 4. Location(s) of all Premises you own, rent or occupy
- ☐ 5. Location(s) added
- ☐ 6. Total Advance Premium
- ☐ 7. Limit(s) of Insurance
- ☐ 8. Covered Auto Symbol(s)
- ☐ 9. Additional Insured(s) added
- ☐ 10. Premium Computation
- ☐ 11. Audit Period
- ☒ 12. Forms/Endorsement added
- ☐ 13. Item(s) listed below added to Schedule
- ☐ 16. Mailing Address of Named Insured
- ☐ 17. Policy Conditions
- ☐ 18. Business Description
- ☐ 19. Description or location of property
- ☐ 20. Location(s) deleted
- ☐ 21. Coverages
- ☐ 22. Deductibles
- ☐ 23. Rating Information
- ☐ 24. Premium Basis
- ☐ 25. Other
- ☒ 26. Forms/Endorsement deleted
- ☐ 27. Item(s) listed below deleted from Schedule

12. FORMS/ENDORSEMENT ADDED:		ISSUE DATE	EFFECTIVE DATE
APEM 2 (Ed. 06/00)	SCHEDULE OF UNDERLYING INSURANCE	10/01/01	10/01/01

26. FORMS/ENDORSEMENT DELETED:		ISSUE DATE	EFFECTIVE DATE
APEM 2 (Ed. 06/00)	SCHEDULE OF UNDERLYING INSURANCE	10/01/00	10/01/00

- ☐ Additional Premium payable at Endorsement Effective Date: $ _____
- ☐ Installments amended per attached Premium Installment Endorsement.
- ☐ Return Premium payable at Endorsement Effective Date $
- ☒ No change in premium

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
A. ACE American Insurance Company Policy Number: XWC 01 4112 (Self-Insured States) Term: October 1, 2001 To October 1, 2002	Employers' Liability	Bodily Injury by Accident: $1,000,000.00 Each Accident Bodily Injury by Disease: $1,000,000.00 Policy Limit Bodily Injury by Disease: $1,000,000.00 Each Employee
B. Pacific Employers Insurance Company Policy Numbers: WLR C4 31136A (ID,MD,VA,OR,TX) WLR C4 311132 (All Other States) WLR C4 3111449 (PHI) NWC C4 3111851 (MA) Term: October 1, 2001 To October 1, 2002	Employers' Liability	Bodily Injury by Accident: $1,000,000.00 Each Accident Bodily Injury by Disease: $1,000,000.00 Policy Limit Bodily Injury by Disease: $1,000,000.00 Each Employee

Allianz

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
C. Pacific Employers Insurance Company Policy Number: HDO G2 0307043 Term: October 1, 2001 To October 1, 2002	Commercial General Liability	$1,000,000.00 Each Occurrence Limit
D. Pacific Employers Insurance Company Policy Number: ISA HO 7682360 Term: October 1, 2001 To October 1, 2002	Commercial Automobile Liability	Bodily Injury and/or Property Damage Liability Combined Single Limit: $1,000,000.00 Each Accident
E. United States Aviation Underwriters, Inc. Policy Number: 360AC-351080 Term: October 1, 2001 To October 1, 2002	Non-Owned Aircraft Liability	$50,000,000.00 Each Occurrence

Allianz

SCHEDULE OF UNDERLYING INSURANCE
(Continued)

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
F. United States Aviation Underwriters, Inc. Policy Number: SIHL1-120B Term: October 1, 2001 To October 1, 2002	Aviation Product Liability	$100,000,000.00 Each Occurrence
G. Allianz Insurance Company Policy Number: DIC 2000546 Term: October 1, 2001 To October 1, 2002	Foreign Commercial General Liability Including Products-Completed Operations Liability	$10,000,000.00 General Aggregate Limit (Including Products-Completed Operations) $1,000,000.00 Personal and Advertising Injury Limit $1,000,000.00 Each Occurrence Limit

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

PA:jg
01/21/02

Allianz

ENDORSEMENT NO. 4

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER ULA 2000052	DELPHI AUTOMOTIVE SYSTEMS CORPORATION
ISSUED BY Allianz Insurance Company	
AND IS EFFECTIVE FEBRUARY 1, 2002	
12:01 A.M. STANDARD TIME.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy changes are indicated by an ☒ and amended to read as shown below.

- ☐ 1. Named Insured
- ☐ 2. Policy Period
- ☐ 3. Form of Business
- ☐ 4. Location(s) of all Premises you own, rent or occupy
- ☐ 5. Location(s) added
- ☐ 6. Total Advance Premium
- ☐ 7. Limit(s) of Insurance
- ☐ 8. Covered Auto Symbol(s)
- ☐ 9. Additional Insured(s) added
- ☐ 10. Premium Computation
- ☐ 11. Audit Period
- ☒ 12. Forms/Endorsement added
- ☐ 13. Item(s) listed below added to Schedule
- ☐ 16. Mailing Address of Named Insured
- ☐ 17. Policy Conditions
- ☐ 18. Business Description
- ☐ 19. Description or location of property
- ☐ 20. Location(s) deleted
- ☐ 21. Coverages
- ☐ 22. Deductibles
- ☐ 23. Rating Information
- ☐ 24. Premium Basis
- ☐ 25. Other
- ☐ 26. Forms/Endorsement deleted
- ☐ 27. Item(s) listed below deleted from Schedule

12. FORMS/ENDORSEMENT ADDED:		ISSUE DATE	EFFECTIVE DATE
APEM 2 (Ed. 06/00)	AMENDMENT - SCHEDULE OF UNDERLYING INSURANCE	02/15/02	02/01/02

☒ Additional Premium payable at Endorsement Effective Date: $ 8,000.00

☐ Installments amended per attached Premium Installment Endorsement.

☐ Return Premium payable at Endorsement Effective Date $ _____

☐ No change in premium

Allianz

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SCHEDULE OF UNDERLYING INSURANCE

The following items are added to the Schedule of Underlying Insurance effective February 1, 2002:

COMPANY AND POLICY NUMBER	COVERAGE	LIMITS
H. TIG Insurance Company	Motorsports Sponsorship Liability	$1,000,000.00 Each Occurrence
Policy Number: KSP3804280801		$2,000,000.00 General Aggregate
Term: February 1, 2002 To March 31, 2002		$1,000,000.00 Products Aggregate
I. TIG Insurance Company	Motorsports Sponsorship Liability	$1,000,000.00 Each Occurrence
*Policy Number: KLB3804280901		$1,000,000.00 Aggregate
Term: February 1, 2002 To March 31, 2002		

*In Excess of H. above

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

PA:jg
02/15/02

winterthur INTERNATIONAL

Excess Insurance Policy

Declarations

Policy Number: HFL 004-28-39-99 **Renewal or replacement of:** New

Date Issued: July 29, 1999

Item

1. Named Insured & Address:

   Delphi Automotive Systems, Inc.
   5725 Delphi Drive
   Troy, MI 48098

2. Policy period: Policy covers from May 28, 1999 to October 1, 2002
   12:01 a.m. standard time at the Named Insured's address stated above.

3. Coverage is provided by Company checked:
   Winterthur International America Insurance Company

   Representative: Mr. Jim Cunningham
   Agent or Broker: AON Risk Services, Inc.
   Office Address: 500 Renaissance Center, Suite 170
   Town, State & Zip: Detroit, MI 48243-1902

4. Premium is Payable:

   See Endorsement #3

5. Underlying Insurance:

   See Schedule of Underlying Insurance

6. Limit of Liability:

   US$ 50,000,000 each occurrence and in the aggregate in excess of US$ 50,000,000 each occurrence excess of Schedule of Underlying Insurance and Self-Insured Retention.

   US$ 50,000,000 in the aggregate for Products-Completed Operations in excess of
   US$ 50,000,000 in the aggregate for Products-Completed Operations in excess of
   Schedule of Underlying Insurance or Self-Insured Retention.

7. Policy Jacket, Forms and Endorsements attached to this policy at inception (Number and Edition Date):

   As per CD 108 (1-97) attached

Countersigned by _____
Authorized Representative

Coverage Forms/Parts • Endorsements • Enclosures

Named Insured: Delphi Automotive Systems, Inc.

Policy Number: HFL 004-28-39-99

Coverage Forms/Parts and Endorsements Forming a Part of This Policy at Inception:

Form Number	Edition Date	Title
XS 38	12-87	Excess Insurance Policy Declarations
XS 39	12-87	Excess Insurance Policy Schedule of Underlying Insurance/Limit of Liability

Other Endorsements

Endorsement Number	Name
1	Nuclear Energy Liability Exclusion Endorsement
2	Exclusion - Asbestos
3	Installment Endorsement
4	Following Form Endorsement

Excess Insurance Policy

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms of this policy, the Company named in the Declarations (a Capital Stock Company, herein called the Company) agrees with the Insured, also named in the Declarations, to provide coverage as follows:

Insuring Agreement

To indemnify the Insured for that amount of loss which exceeds the amount of loss payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the Limit of Liability stated in Item 6 of the Declarations.

Conditions

A. **Application of Underlying Insurance.** Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in the Declarations.

B. **Maintenance of Underlying Insurance.** It is warranted by the Insured that the underlying policies listed in Item 5 of the Declarations, or renewals or replacements thereof not more restricted, shall be maintained in force as valid and collectible during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during this policy period. In the event of failure by the Insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within thirty (30) days of such exhaustion.

C. **Loss Payable.** Liability of the Company with respect to any one occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, has paid the amount of underlying insurance stated in Item 5 of the Declarations. The Insured shall make a definite claim for loss, for which the Company may be liable within twelve (12) months after the Insured has paid any amount of excess loss, as stated in Item 6 of the Declarations; or after the Insured's liability shall have been made certain by final judgment after actual trial; or by written agreement of the Insured, the Claimant and the Company. Any subsequent payments made by the Insured on account of the same occurrence shall be payable by the Company within thirty (30) days after additional claim is made by the Insured, and after the Insured has shown proof in conformity with this policy.

D. **Premium Computation.** The premium for this policy shall be based upon the rating basis set forth in the Declarations and shall be computed by applying the rate set forth in the Declarations to each unit of exposure generated by the Insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the Declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the Named Insured shall immediately pay the excess to the Company; if less, the Company shall return the difference to the Named Insured; but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. **Assistance and Cooperation.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the Insured; but the Company shall have the right and opportunity to associate with the Insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the Insured and the Company shall cooperate fully.

F. **Expenses.** Loss and legal expenses incurred by the Insured with the consent of the Company in the investigation or defense of claims, including court costs and interest, shall be borne by both the Company and the Insured in the proportion that each party's share of loss bears to the total amount of such loss. Salaries and expenses of the Insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the Company shall be paid in addition to the Limit of Liability stated in Item 6 of the Declarations.

G. **Notice of Occurrence.** Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the Insured and the fullest information obtainable at the time.

The Insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the Insured, when requested by the Company, shall forward to it each paper thereon, or a copy thereof, received by the Insured or the Insured's representatives, together with copies of reports of investigations made by the Insured with respect to such claim proceedings.

H. **Appeals.** In the event the Insured or the Insured's underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for excess loss exceed the amount set forth in Item 6 of the Declarations.

I. **Subrogation.** In the event of payment under this policy, the Company will participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery against any person or organization liable therefor. 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 the Company's liability hereunder, then to reimburse the Company up to the amount paid hereunder, and lastly to reimburse such interests (including the Insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such 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.

J. **Cancellation.** This policy may be canceled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

Premium adjustment shall be made by the Company either at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the Named Insured.

If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all Insureds; and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all interests therein.

K. **Other Insurance.** If other valid and collectible insurance is available to the Insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

In witness whereof, the Company has caused this policy to be signed by its President and Secretary but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the Company.

Anne B. Smith
Secretary

George R. Keller
President

Schedule

Policy or Certificate No. 823/KE9901033 | Contract No. (if any)

The name and address of the Assured

DELPHI AUTOMOTIVE SYSTEMS CORPORATION
and as may be more fully set forth in the attached Wording.

Timberland Office Park,
1450 West Long Lake Road,
Troy,
Michigan 48098
U.S.A.

Period of Insurance from 28th May, 1999 to 1st October, 2002 both days at 12.01 a.m. Local Standard Time and for such further periods as may be mutually agreed.

The risk, interest, location and limit(s) of liability hereunder

TYPE: EXCESS COMPREHENSIVE THIRD PARTY LIABILITY INSURANCE

This Policy insures 100.0000% of the Limit(s) of Liability expressed in the attached Wording.

This Insurance, being signed for 100.0000% of 100.0000% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed by the Insurer are percentages of 100.0000% of the amount(s) of Insurance stated herein.

The Premium: USD 551,534.00 for the First Aggregate Term, 28th May, 1999 to 1st October, 2000
USD 410,000.00 for the Second Aggregate Term, 1st October, 2000 to 1st October, 2001
USD 410,000.00 for the Third Aggregate Term, 1st October, 2001 to 1st October, 2002

The Insurer's Reference: ZZX0000003

Dated in LONDON 14th April, 2000

ATTACHING TO AND FORMING PART OF POLICY NUMBER: 823/KE9901033

ISSUED TO: **DELPHI AUTOMOTIVE SYSTEMS CORPORATION**

ISSUED BY: NORTH AMERICAN SPECIALTY INSURANCE COMPANY

ENDORSEMENT NUMBER: TWO

FOLLOW FORM ENDORSEMENT

It is agreed that this Policy is following the exact same terms and conditions of Policy Number AUL 5104184 as issued by Allianz Underwriters Insurance Company except with respect to the Limits of Liability stated herein, the Premium stated herein and any coverage modification endorsements attached hereto.

All pre-printed terms and conditions of the Policy Jacket are deleted to the extent that they vary from or are inconsistent with the terms and conditions of conditions of Policy Number AUL 5104184 as issued by Allianz Underwriters Insurance Company.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED

ATTACHING TO AND FORMING PART OF POLICY NUMBER: 823/KE9901033

ISSUED TO: **DELPHI AUTOMOTIVE SYSTEMS CORPORATION**

ISSUED BY: NORTH AMERICAN SPECIALTY INSURANCE COMPANY

ENDORSEMENT NUMBER: ONE

PREMIUM PAYMENT

The Premium for this Policy shall be payable as follows:

First Aggregate Term (28th May, 1999 to 1st October, 2000):	USD 551,534.00
Second Aggregate Term (1st October, 2000 to 1st October, 2001):	USD 410,000.00
Third Aggregate Term (1st October, 2001 to 1st October, 2002):	USD 410,000.00

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED

printed 04/20/2010 1:14PM by epa4267 p. 311/354

ISSUED TO: DELPHI AUTOMOTIVE SYSTEMS CORPORATION, and as more fully set forth herein

EXCESS COMPREHENSIVE THIRD PARTY LIABILITY INSURANCE

POLICY NUMBER: 823/KE9901033

AON

Aon Group Limited
Non-Marine Global Risks

TABLE OF CONTENTS

Insuring Agreements		**1**
I.	**Coverage**	**1**
II.	**Limit of Liability**	**1**
Conditions		**1 - 3**
1.	**Maintenance of Underlying Insurance**	**1 - 2**
2.	**Assistance and Co-operation**	**2**
3.	**Cancellation**	**2 - 3**
4.	**Other Insurance**	**3**
5.	**Notice of Occurrence**	**3**
Declarations		**4**
1. a)	**Named Insured**	**4**
b)	**Address of Named Insured**	**4**
2. a)	**Underlying Policy Number(s)**	**4**
b)	**Underlying Insurer(s)**	**4**
3.	**Underlying Limits**	**4**
4.	**Underlying Aggregate Limits**	**4**
5.	**Limit of Liability**	**4**
6.	**Aggregate Limit of Liability**	**4**
7.	**Policy Period**	**4**
8.	**Notice of Claim or Suit**	**4**
9.	**Premium**	**4**

EXCESS COMPREHENSIVE THIRD PARTY LIABILITY INSURANCE

INSURING AGREEMENTS:

I COVERAGE

The Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the **Insured** all sums which the **Insured** shall be obligated to pay by reason of the liability caused by or arising out of the hazards covered by and as more fully defined in the Underlying Policy/ies stated in Item 2. of the Declarations.

II LIMIT OF LIABILITY

It is expressly agreed that liability shall attach to the Insurers only after the Underlying Insurers (as specified in Item 2. of the Declarations) have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as stated in Item 3. of the Declarations which in turn shall be excess of the amounts as stated in the Schedule of Underlying Insurances as more fully set forth in the Underlying Policy/ies and the Insurers shall then be liable to pay only the excess thereof up to a further amount as stated in Item 4. of the Declarations.

The Limit of Liability of this Policy apply separately to each aggregate term stated in Endorsement Number One of this Policy.

CONDITIONS:

1. MAINTENANCE OF UNDERLYING INSURANCE

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Policy/ies stated in Item 2. of the Declarations prior to the happening of an **Occurrence** for which claim is made hereunder. Provided always that this Policy shall not apply until the Underlying Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss in accordance with Insuring Agreement II. Should, however, any alteration be made in the premium for the Underlying Policy/ies during the currency of this Policy, Insurers reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during th urrency hereof except for any reductic f the aggregate limits contained therein solely by payment of claims in respect of accidents and/or **Occurrences** occurring during the period of this Policy.

It is agreed by the **Insured** that any loss payments made by or on behalf of the **Insured** for compliance with the Underlying Policy/ies shall only comprise the payment of the actual damages.

2. ASSISTANCE AND CO-OPERATION

The Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the **Insured** but Insurers 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 relative to an **Occurrence** where the claim or suit involves, or appears reasonably likely to involve Insurers, in which event the **Insured** and Insurers shall co-operate in all things in the defense of such claim, suit or proceeding.

3. CANCELLATION

a. The **Insured** may cancel this Policy. The **Insured** must mail or deliver advance written notice to the Insurers stating when the cancellation is to take effect.

b. The Insurers may cancel this Policy. If Insurers cancel because of non-payment of premium, Insurers will mail or deliver to the **Named Insured** not less than ten (10) days advance written notice stating when the cancellation is to take effect. If the Insurers cancel for any other reason, the Insurers will mail or deliver to the **Named Insured** not less than one hundred and eighty (180) days advance written notice stating when the cancellation is to take effect. Mailing that notice to the **Named Insured** at the address shown in Item 1.b) of the Declarations will be sufficient to prove notice.

c. The **Policy Period** will end on the day and hour stated in the cancellation notice.

d. If the Policy is cancelled, final premium will be calculated pro rata based on the time this Policy was in force.

e. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if the Insurers have not made or offered any refund due to the **Named Insured**. Insurers check or Insurers' representative's check, mailed or delivered, shall be sufficient tender of any refund due the **Named Insured**.

f. The first **Named Insured** in Item 1.a) of the Declarations shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.

g. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

4. OTHER INSURANCE

If other valid and collectible insurance applies to damages that are also covered by this Policy, this Policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this Policy.

5. NOTICE OF OCCURRENCE

Whenever the **Insured** has information from which they may reasonably conclude that an **Occurrence** covered hereunder involves injuries or damages which, in the event that the **Insured** should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 6. of the Declarations 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 involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

Schedule

Policy or Certificate No. 823/KE9901033 Contract No. (if any)

The name and address of the Assured

DELPHI AUTOMOTIVE SYSTEMS CORPORATION
and as may be more fully set forth in the attached Wording.

MC: 483-400-146,
World Headquarters & Customer Center,
5725 Delphi Drive,
Troy,
Michigan 48098-2815
U.S.A.

Period of Insurance from 28th May, 1999 to 1st October, 2002 both days at 12.01 a.m. Local Standard Time and for such further periods as may be mutually agreed.

The risk, interest, location and limit(s) of liability hereunder

TYPE: EXCESS COMPREHENSIVE THIRD PARTY LIABILITY INSURANCE

This Policy insures 100.0000% of the Limit(s) of Liability expressed in the attached Wording.

This Insurance, being signed for 100.0000% of 100.0000% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed by the Insurer are percentages of 100.0000% of the amount(s) of Insurance stated herein.

The Premium USD 551,534.00 for the First Aggregate Term, 28th May, 1999 to 1st October, 2000
USD 410,000.00 for the Second Aggregate Term, 1st October, 2000 to 1st October, 2001
USD 410,000.00 for the Third Aggregate Term, 1st October, 2001 to 1st October, 2002

The Insurer's Reference ZZX0000003

Dated in LONDON 14th April, 2000

DECLARATIONS

Item 1.	a)	**Named Insured:**	**DELPHI AUTOMOTIVE SYSTEMS CORPORATION** and as more fully set forth in the Underlying Policy/ies.
	b)	**Address of Named Insured:**	Timberland Office Park, 1450 West Long Lake Road, Troy, Michigan 48098 U.S.A.
Item 2.	a)	Underlying Policy No(s):	AUL 5104184
	b)	Underlying Insurer(s):	Allianz Underwriters Insurance Company.

Item 3. Underlying Limits (Insuring Agreement II):

USD 100,000,000	**Each Occurrence**
USD 100,000,000	**General Aggregate**
USD 100,000,000	**Products-Completed Operations Aggregate**
USD 100,000,000	**Aviation Product Liability Aggregate**

Item 4. Limit of Liability (Insuring Agreement II):

USD 100,000,000	**Each Occurrence**
USD 100,000,000	**General Aggregate**
USD 100,000,000	**Products-Completed Operations Aggregate**
USD 100,000,000	**Aviation Product Liability Aggregate**

Item 5.	**Policy Period:**	From: 28th May, 1999 To: 1st October, 2002 (both days at 12:01 a.m. standard time at the address of the Named Insured stated above)
Item 6.	**Notice of Occurrence:** (Condition 5) to:	AON RISK SERVICES OF MICHIGAN 500 Renaissance Center, Suite 1700, Detroit, Michigan 48243-1902 U.S.A.
Item 7.	Premium:	As set forth in Endorsement Number One

No 823/KE9901033

COMPANY POLICY

Name DELPHI AUTOMOTIVE SYSTEMS CORPORATION

Expiry Date 1st October, 2002

printed 04/20/2010 1:14PM by epa4267 p. 318/354

DECLARATIONS

Item 1.	a)	**Named Insured:**	**DELPHI AUTOMOTIVE SYSTEMS CORPORATION** and as more fully set forth in the Underlying Policy/ies.
	b)	Address of **Named Insured:**	MC: 483-400-146, World Headquarters & Customer Center, 5725 Delphi Drive, Troy, Michigan 48098-2815 U.S.A.
Item 2.	a)	Underlying Policy No(s):	i) AUL 5104184 ii) HFL 004-28-39-99
	b)	Underlying Insurer(s):	i) Allianz Underwriters Insurance Company ii) International America Insurance Company

Item 3. Underlying Limits (Insuring Agreement II):

USD 100,000,000	**Each Occurrence**
USD 100,000,000	**General Aggregate**
USD 100,000,000	**Products-Completed Operations Aggregate**
USD 100,000,000	**Aviation Product Liability Aggregate**

Item 4. Limit of Liability (Insuring Agreement II):

USD 100,000,000	**Each Occurrence**
USD 100,000,000	**General Aggregate**
USD 100,000,000	**Products-Completed Operations Aggregate**
USD 100,000,000	**Aviation Product Liability Aggregate**

Item 5.	**Policy Period:**	From: 28th May, 1999 To: 1st October, 2002 (both days at 12:01 a.m. standard time at the address of the Named Insured stated above)
Item 6.	Notice of **Occurrence:** (Condition 5) to:	AON RISK SERVICES OF MICHIGAN 500 Renaissance Center, Suite 1700, Detroit, Michigan 48243-1902 U.S.A.
Item 7.	**Premium:**	As set forth in Endorsement Number One

ISSUED TO: DELPHI AUTOMOTIVE SYSTEMS CORPORATION, and as more fully set forth herein.

EXCESS UMBRELLA LIABILITY INSURANCE

POLICY NUMBER: 823/KE9901033

AON

Aon Group Limited
Non-Marine Global Risks

TABLE OF CONTENTS

Insuring Agreements	1
I. Coverage	1
II. Limit of Liability	1
Conditions	1 - 3
1. Maintenance of Underlying Insurance	1 - 2
2. Assistance and Co-operation	2
3. Cancellation	2 - 3
4. Other Insurance	3
5. Notice of Occurrence	3
Declarations	4
1. a) Named Insured	4
b) Address of Named Insured	4
2. a) Underlying Policy Number(s)	4
b) Underlying Insurer(s)	4
3. Underlying Limits	4
4. Underlying Aggregate Limits	4
5. Limit of Liability	4
6. Aggregate Limit of Liability	4
7. Policy Period	4
8. Notice of Claim or Suit	4
9. Premium	4

EXCESS UMBRELLA POLICY

INSURING AGREEMENTS:

I COVERAGE

The Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the **Insured** all sums which the **Insured** shall be obligated to pay by reason of the liability caused by or arising out of the hazards covered by and as more fully defined in the Underlying Policy/ies stated in Item 2. of the Declarations.

II LIMIT OF LIABILITY

It is expressly agreed that liability shall attach to the Insurers only after the Underlying Insurers (as specified in Item 2. of the Declarations) have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as stated in Item 3. of the Declarations which in turn shall be excess of the amounts as stated in the Schedule of Underlying Insurances as more fully set forth in the Underlying Policy/ies and the Insurers shall then be liable to pay only the excess thereof up to a further amount as stated in Item 4. of the Declarations.

The Limit of Liability of this Policy apply separately to each aggregate term stated in Endorsement Number One of this Policy.

CONDITIONS:

1. MAINTENANCE OF UNDERLYING INSURANCE

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Policy/ies stated in Item 2. of the Declarations prior to the happening of an **Occurrence** for which claim is made hereunder. Provided always that this Policy shall not apply until the Underlying Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss in accordance with Insuring Agreement II. Should, however, any alteration be made in the premium for the Underlying Policy/ies during the currency of this Policy, Insurers reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or **Occurrences** occurring during the period of this Policy.

It is agreed by the **Insured** that any loss payments made by or on behalf of the **Insured** for compliance with the Underlying Policy/ies shall only comprise the payment of the actual damages.

2. ASSISTANCE AND CO-OPERATION

The Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the **Insured** but Insurers 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 relative to an **Occurrence** where the claim or suit involves, or appears reasonably likely to involve Insurers, in which event the **Insured** and Insurers shall co-operate in all things in the defense of such claim, suit or proceeding.

3. CANCELLATION

a. The **Insured** may cancel this Policy. The **Insured** must mail or deliver advance written notice to the Insurers stating when the cancellation is to take effect.

b. The Insurers may cancel this Policy. If Insurers cancel because of non-payment of premium, Insurers will mail or deliver to the **Named Insured** not less than ten (10) days advance written notice stating when the cancellation is to take effect. If the Insurers cancel for any other reason, the Insurers will mail or deliver to the **Named Insured** not less than one hundred and eighty (180) days advance written notice stating when the cancellation is to take effect. Mailing that notice to the **Named Insured** at the address shown in Item 1.b. of the Declarations will be sufficient to prove notice.

c. The **Policy Period** will end on the day and hour stated in the cancellation notice.

d. If the Policy is cancelled, final premium will be calculated pro rata based on the time this Policy was in force.

e. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if the Insurers have not made or offered any refund due to the **Named Insured**. Insurers check or Insurers' representative's check, mailed or delivered, shall be sufficient tender of any refund due the **Named Insured**.

f. The first **Named Insured** in Item 1.a) of the **Declarations** shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.

g. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

4. OTHER INSURANCE

If other valid and collectible insurance applies to damages that are also covered by this Policy, this Policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this Policy.

5. NOTICE OF OCCURRENCE

Whenever the **Insured** has information from which they may reasonably conclude that an **Occurrence** covered hereunder involves injuries or damages which, in the event that the **Insured** should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 6. of the Declarations 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 involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

DECLARATIONS

Item 1.	a)	**Named Insured:**	**DELPHI AUTOMOTIVE SYSTEMS CORPORATION** and as more fully set forth in the Underlying Policy/ies.
	b)	Address of **Named Insured:**	Timberland Office Park, 1450 West Long Lake Road, Troy, Michigan 48098 U.S.A.
Item 2.	a)	Underlying Policy No(s):	AUL 5104184
	b)	Underlying Insurer(s):	Allianz Underwriters Insurance Company.

Item 3. Underlying Limits (Insuring Agreement II):

USD 100,000,000	**Each Occurrence**
USD 100,000,000	**General Aggregate**
USD 100,000,000	**Products-Completed Operations Aggregate**
USD 100,000,000	**Aviation Product Liability Aggregate**

Item 4. Limit of Liability (Insuring Agreement II):

USD 100,000,000	**Each Occurrence**
USD 100,000,000	**General Aggregate**
USD 100,000,000	**Products-Completed Operations Aggregate**
USD 100,000.000	**Aviation Product Liability Aggregate**

Item 5.	**Policy Period:**	From: 28th May, 1999 To: 1st October, 2002 (both days at 12:01 a.m. standard time at the address of the Named Insured stated above)
Item 6.	Notice of **Occurrence**: (Condition 5) to:	AON RISK SERVICES OF MICHIGAN 500 Renaissance Center, Suite 1700, Detroit, Michigan 48243-1902 U.S.A.
Item 7.	Premium:	As set forth in Endorsement Number One

COMPANY POLICY

on behalf of

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

IN CONSIDERATION of the Assured named in the Schedule herein having paid or promised to pay the premium set forth in the said Schedule to the Insurer named above (hereinafter referred to as the Insurer)

THE INSURER HEREBY AGREES to insure the Assured or the Assured's Executors, Administrators or Assigns against loss damage liability or expense in the proportions and manner as more fully set forth in this Policy during the Period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed upon between the Assured and the Insurer

PROVIDED that the liability of the Insurer shall not exceed the Insurer's limit(s) of liability as more fully set forth in this Policy or such other limit(s) as may be substituted therefor by endorsement hereon or attached herein signed by or on the behalf of the Insurer

IF THE ASSURED shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited

IN WITNESS WHEREOF I, being a representative of the Insurer and authorised by the Insurer to sign this Policy on its behalf, have hereunto subscribed my name this 15th day of April
two thousand

Gwen Cunningham
North American Specialty Ins. Co.

AHG1 (SINGLE)

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that the Schedule of Underlying Insurance is amended to read as follows:

Non Owned Aircraft Liability

Limit of Liability:	$50,000,000
Carrier:	United States Aviation Underwriters, Inc.
Policy Number:	360 AC317461
Policy Period:	October 1, 1999 to October 1, 2000

Aviation Product Liability

Limit of Liability:	$100,000,000
Carrier:	United States Aviation Underwriters, Inc.
Policy Number:	SIHL1-9674
Policy Period:	October 1, 1999 to October 1, 2000

All other terms and conditions remain unchanged.

Signature of Authorized Representative

Endorsement Number: 6 Effective Date: 10-1-99
Policy Number: HFL 004-28-39-99

Winterthur International America Insurance Company

Delphi Automotive Systems Corporation

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that the following changes are made to the policy:

1. **Item 1. The Named Insured and Address** on the **Declarations Page,** XS 38 (12-87) is amended to read:

   Delphi Automotive Systems Corporation
   MC: 480-414-410
   1450 West Long Lake Rd.
   Troy, MI 48098

It is further agreed that the Limits of Liability under Employers Liability (AZ, IN, MO) on the Schedule of Underlying Insurance is amended to read as follows:

Bodily Injury by Accident:	$1,000,000 Each Accident
Bodily Injury by Disease:	$1,000,000 Each Employee
Bodily Injury by Disease:	$1,000,000 Policy Limit

All other terms and conditions remain unchanged.

Signature of Authorized Representative

Endorsement Number: 5 Effective Date: 5-28-99
Policy Number: HFL 004-28-39-99

Winterthur International America Insurance Company

Delphi Automotive Systems, Inc.

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that the Named Insured of Item 1. on the Declarations Page, XS 38 (12-87) is amended to read:

Delphi Automotive Systems Corporation
MC: 483-400-146
World Headquarters & Customer Center
5725 Delphi Drive
Troy, MI 48098-2815

Signature of Authorized Representative

Endorsement Number: 7
Policy Number: HFL 004-28-39-99

Effective Date: 5/11/2000

Winterthur International America Insurance Company

Schedule of Underlying Insurance

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that Item 5, Underlying Insurance, of the Declarations Page is completed as follows:

Global Umbrella Liability

Limit of Liability:	$ 50,000,000	each occurrence
	$ 50,000,000	aggregate
Carrier:	Allianz Underwriters Insurance Company	
Policy Number:	AUL 5104184	
Policy Period:	May 28, 1999 to October 1, 2002	

Non Owned Aircraft Liability

Limit of Liability:	$ 50,000,000
Carrier:	United States Aviation Underwriters, Incorporated
Policy Number:	360AC308773
Policy Period:	May 28, 1999 to May 28, 2000

Aviation Product Liability

Limit of Liability:	$100,000,000
Carrier:	United States Aviation Underwriters, Incorporated
Policy Number:	SIHL1-9380
Policy Period:	May 28, 1999 to May 28, 2000

Foreign Excess and Difference in Conditions

Limit of Liability:	$ 1,000,000	each occurrence
	$ 10,000,000	aggregate
Carrier:	Allianz Underwriters Insurance Company	
Policy Number:	ACG 5503097	
Policy Period:	May 28, 1999 to October 1, 2002	

Commercial General Liability

Limit of Liability:	$ 1,000,000	each occurrence
	$ Not Applicable	aggregate
Carrier:	Reliance National Indemnity Company	
Policy Number:	NGB 0155969-00	
Policy Period:	May 28, 1999 to October 1, 2001	

Automobile Liability

Limit of Liability:		$ 1,000,000	each accident
Carrier:	Reliance National Indemnity Company		
Policy Number:	NKA 0155970-00		
Policy Period:	May 28, 1999 to October 1, 2001		

Automobile Liability (Texas)

Limit of Liability:		$ 1,000,000
Carrier:	Reliance National Indemnity Company	
Policy Number:	NKA 0155971-00	
Policy Period:	May 28, 1999 to October 1, 2001	

Employers Liability (AZ, IN, MO)

Limit of Liability:		$ 1,000,000	each accident
		$ 1,000,000	each employee
		$ 1,000,000	policy limit
Carrier:	Reliance National Indemnity Company		
Policy Number:	NWA 0155967-00		
Policy Period:	May 28, 1999 to May 28, 2000		

Employers Liability (Self-Insured States)

Limit of Liability:	Bodily Injury by Accident	$ 1,000,000	each accident
	Bodily Injury by Disease	$ 1,000,000	each employee
		$ 1,000,000	policy limit
Carrier:	Reliance National Indemnity Company		
Policy Number:	NXC 0155966-00		
Policy Period:	May 28, 1999 to May 28, 2000		

Employers Liability (All Other States)

Limit of Liability:	Bodily Injury by Accident	$ 1,000,000	each accident
	Bodily Injury by Disease	$ 1,000,000	each employee
		$ 1,000,000	policy limit
Carrier:	United Pacific Insurance Company		
Policy Number:	NWA 0155968-00		
Policy Period:	May 28, 1999 to May 28, 2000		

Self-Insured Retention – Coverage B

Each Occurrence:	$ 1,000,000
Each Integrated Occurrence (Batch) Coverage:	$ 2,000,000

Policy Number: HFL 004-28-39-99
Winterthur International America Insurance Company

Nuclear Energy Liability Exclusion Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that:

I. This policy does not apply:

A. To injury, sickness, disease, death, destruction or loss

(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 Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or

(2) Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to The Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

B. To injury, sickness, disease, death, destruction or loss resulting from the hazardous properties of nuclear material, if

(1) The nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an insured, or (b) has been discharged or dispersed therefrom;

(2) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

II. 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;

"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 (1) or (2) thereof;

"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 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;

(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;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material;

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

Signature of Authorized Representative

Endorsement Number: 1 Effective Date: 5-28-99
Policy Number: HFL 004-28-39-99

Winterthur International America Insurance Company

Exclusion - Asbestos

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that this policy does not apply to bodily injury or property damage of any nature whatsoever caused by, arising out of, or relating in any way to asbestos, the harmful properties of asbestos, or any asbestos-containing product or material, or to the presence of or the actual or threatened use, installation, withdrawal, or disposal of any such product or material.

Signature of Authorized Representative

Endorsement Number: 2 **Effective Date:** 5-28-99
Policy Number: HFL 004-28-39-99

Winterthur International America Insurance Company

Installment Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that policy premium for the period of 5-28-1999 to 10-1-2002 shall be due and payable as follows:

Term	Amount Due
5-28-99 to 10-1-2000	$ 605,342
10-1-2000 to 10-1-2001	$ 450,000
10-1-2001 to 10-1-2002	$ 450,000
Total	$ 1,505,342

Signature of Authorized Representative

Endorsement Number: 3
Policy Number: HFL 004-28-39-99

Effective Date: 5-28-99

Winterthur International America Insurance Company

XS 8 (6-90)

Following Form Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that this policy is following the exact terms and conditions of the Allianz Underwriters Insurance Company, policy number AUL 5104184, except with respect to the:

Limits of Liability;
Premium;
and any coverage modification endorsements attached hereto.

All preprinted terms and conditions of form XS39 (12-87) are deleted to the extent that they vary from or are inconsistent with the terms and conditions of the Allianz Underwriters Insurance Company, policy number AUL 5104184.

Signature of Authorized Representative

Endorsement Number: 4
Policy Number: HFL 004-28-39-99

Effective Date: 5-28-99

Winterthur International America Insurance Company

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that the following changes are made to the policy:

1. **Item 1. The Named Insured and Address** on the **Declarations Page**, XS 38 (12-87) is amended to read:

   Delphi Automotive Systems Corporation
   MC: 480-414-410
   1450 West Long Lake Rd.
   Troy, MI 48098

It is further agreed that the Limits of Liability under Employers Liability (AZ, IN, MO) on the Schedule of Underlying Insurance is amended to read as follows:

Bodily Injury by Accident:	$1,000,000 Each Accident
Bodily Injury by Disease:	$1,000,000 Each Employee
Bodily Injury by Disease:	$1,000,000 Policy Limit

All other terms and conditions remain unchanged.

Signature of Authorized Representative

Endorsement Number: 5 Effective Date: 5-28-99
Policy Number: HFL 004-28-39-99

Winterthur International America Insurance Company

Delphi Automotive Systems, Inc.

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Insurance Policy

It is agreed that the Schedule of Underlying Insurance is amended to read as follows:

Non Owned Aircraft Liability

Limit of Liability:	$50,000,000
Carrier:	United States Aviation Underwriters, Inc.
Policy Number:	360 AC317461
Policy Period:	October 1, 1999 to October 1, 2000

Aviation Product Liability

Limit of Liability:	$100,000,000
Carrier:	United States Aviation Underwriters, Inc.
Policy Number:	SIHL1-9674
Policy Period:	October 1, 1999 to October 1, 2000

All other terms and conditions remain unchanged.

Signature of Authorized Representative

Endorsement Number: 6 Effective Date: 10-1-99
Policy Number: HFL 004-28-39-99

Winterthur International America Insurance Company

Delphi Automotive Systems Corporation

printed 04/20/2010 1:14PM by epa4267 p. 339/354

GENERAL TOLLS MATERIALS AGREEMENT

This agreement dated as of Jan. 1, 2000 is between Delphi Automotive Systems, (hereinafter referred to as "DAS") and Chemetco (hereinafter referred to as "CCO").

1. **Agreement to Furnish Conversion/Fabrication Services.**

Upon and subject to the terms and conditions of this Agreement, CCO agrees to provide all services necessary to upgrade DAS copper-bearing scrap into usable form(s) at DAS Toll Locations (hereinafter collectively referred to as "Scrap"). Charges by CCO for such conversions shall be in accordance with the pricing set forth in the applicable Purchase Order(s) and/or Contract(s) issued to CCO pursuant to Section 3.01 of this Agreement.

2. **Delivery of Scrap.**

2.01 DAS shall from time to time furnish to CCO copper-bearing scrap as bailed material, to be upgraded by CCO into scrap usable as Brass Mill feed and/or cathode.

2.02 All DAS scrap shall be picked up at the generating locations by CCO.

2.03 CCO shall promptly inspect each shipment of scrap to ensure that the items received are suitable for upgrade and in the quantities indicated on the shipping documentation. In the event CCO believes that any of the scrap is not suitable for upgrade, or if such scrap is not in the quantities indicated on the shipping documentation, CCO shall, within three (3) working days after the receipt of such scrap, notify DAS of such unsuitability and/or discrepancy in quantity. Scrap mutually determined by the parties to be unsuitable for upgrade shall be segregated by CCO and thereafter returned to DAS or disposed of in accordance with DAS's instructions. Should CCO fail to comply with the

foregoing notification procedures, it shall be presumed conclusively that the Scrap was received by CCO in acceptable condition and in the quantities indicated.

3. **Procedures: Scrap Upgrade Services**

3.01 Prior to Jan. 1st, of each year, DAS or its Divisions shall issue one or more Purchase Orders to CCO for the upgrade services to be purchased during the upcoming year. Such Purchase Orders shall indicate the upgrade charges agreed upon by DAS or its Divisions and CCO, and shall contain the following clause on the face thereof:

> The upgrade services to be furnished by CCO under this Purchase Order shall be furnished upon and subject to the terms, conditions and provisions of the Scrap Upgrade Agreement dated as of Jan. 1, 2000 by and between DAS and CCO.

3.02 On or before Jan. 1st of each year, DAS shall provide CCO with an estimate of the minimum and maximum tonnage of scrap which DAS anticipates having CCO upgrade during the ensuing year. It is understood, however, that such estimates are provided to CCO for planning purposes only, and are not to be construed as requiring DAS to have any minimum tonnage of scrap upgraded by CCO during the year or as a limitation of the tonnage of scrap which CCO may be required to upgrade for DAS.

3.03 Orders for CCO's upgrade of scrap shall be effected by the release of material to CCO by DAS or its locations.

3.04 CCO hereby warrants that the services to be performed by it under this Agreement shall be performed in conformance with upgrade directions provided by DAS or its Divisions and that the upgraded scrap and/or copper cathode shall be acceptable to the Toll Location, on behalf of DAS.

4. **Property of DAS; CCO's Obligations With Respect to DAS's Property.**

4.01 CCO acknowledges that the scrap, upgraded by CCO for DAS under Agreement is the property of DAS and is being held by CCO on a bailment basis.

4.02 CCO shall reflect on its books and records that the items described in Section 4.01 are the property of DAS and not property of CCO. Additionally, CCO shall furnish DAS on a

monthly basis a written inventory of DAS's property in CCO's possession. Such inventories will be in such form and with such form and with such detail as required by DAS.

4.03 All property of DAS shall be kept at CCO's facility(ies) until removed by or shipped to DAS or its Toll Locations. It is understood that it may be necessary for CCO to commingle DAS's property with that of CCO or others in order for CCO to perform upgrade services for DAS; however, CCO shall, whenever practicable, segregate such items from the property of CCO or any third party.

4.06 CCO shall be responsible for all shortages of, or damage and destruction to, DAS's property while in CCO's possession.

5. **Property Taxes.**

DAS shall be responsible for the payment of any personal property taxes assessed against the property of DAS in CCO's possession pursuant to this Agreement.

6. **Return of DAS Property.**

Upon expiration, termination or cancellation of this Agreement, CCO shall ship to DAS freight collect, all of DAS's property. Additionally, DAS shall at any time have the right to take possession of all or any part of its property in possession of CCO.

7. **Term.**

The term of the Agreement is from Jan. 1, 2000 through Dec. 31, 2000. This Agreement shall automatically be extended beyond that date so long as CCO has a continuous supplier relationship with DAS for scrap upgrade services.

8. **Purchase Order Terms, Conditions and Provision.**

The terms, conditions and provisions set forth on the face and reverse side of any Purchase Order issued by DAS or its Divisions to CCO pursuant to Section 3.01 above shall be construed as consistent with and cumulative to the provisions of this Agreement; provided however, that:

printed 04/20/2010 1:14PM by epa4267 p. 342/354

(i) Any reference therein to "Buyer" shall mean DAS or one of its Divisions as a buyer of services and any reference therein to "Seller" shall mean CCO as a seller of services; and

(ii) In the event of any conflict between such terms, conditions and provisions of this Agreement, the provisions of this agreement shall control.

9. **Grant of Security Interest.**

9.01 As security for all of CCO's obligations under this Agreement, CCO hereby grants to DAS a security interest in all Scrap; all scrap upgrade and other services performed by CCO for DAS; and all proceeds (including proceeds of insurance), returns, substitutions and replacements thereof or therefrom (collectively, the "Collateral").

9.02 DAS shall have the right to file financing statements in the public record as it deems necessary to perfect its interests in the Collateral, and CCO hereby grants to DAS a power of attorney to execute any such documents on behalf of CCO.

9.03 CCO shall not lend, rent, encumber, pledge, lease, transfer or otherwise use or dispose of the Collateral except to DAS; and CCO shall keep the Collateral free and clear from unpaid charges, including taxes, and free and clear from liens, encumbrances and security interests other than those of DAS. Additionally, CCO agrees that it will use its best efforts to procure from any and all third parties such documents as DAS deems necessary to protect DAS's interest(s) in the Collateral from any claims or interests of such third parties.

10. **Setoff/Recoupment.**

In addition to other rights DAS may have under this Agreement, any purchase orders/contracts with CCO, or applicable law, DAS shall have the right to setoff against or recoup from any amounts owing to CCO, on any basis, any amounts owing to DAS or to General Motors under this Agreement or otherwise. DAS may exercise these setoff and recoupment rights without first demanding payment from CCO.

11. **Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed duly given when personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by telex, facsimile transmission or cable confirmed by letter as aforesaid addressed as follows:

If to Delphi Automotive Systems
Timberland Office Park
1450 West Long Lake
Mail Code: 480-414-270
Troy, Michigan 48098
Attention: Kevin Cope
Telephone Number: (248) 267-5979
Facsimile Number: (248) 267-5985

If to Chemetco
16400 S. Lathrop
Harvey, Illinois 60426
Attention: Jack Henry
Telephone Number: (708) 339-5700
Facsimile Number: (708) 339-0219

or to such other address as either party may hereafter designate in writing by like notice.

12. **Modifications and Amendments.**

No addition to, deletion from or modification of any of the provisions of this Agreement, shall be binding upon the parties unless made in writing and signed by a duly authorized representative of each party. This Agreement shall be the final, complete and exclusive statement of the terms of the Agreement between CCO and DAS relating to the Scrap and their handling. Any such additions, deletion or modifications shall refer specifically to this Agreement and shall also state that it is an amendment thereof.

13. **Relationship of the Parties.**

This Agreement does not constitute CCO or DAS the agent or legal representative of the other for any purpose whatsoever, and neither DAS nor CCO is granted any express or

implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

14. **Waivers.**

The failure of either party at any time to require performance by any party of any provision hereof shall in no way effect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not constitute a waiver of any succeeding breach of the same or other such provision nor constitute a waiver of the provision itself. The failure of either party to exercise any of its rights provided under this Agreement shall not constitute a waiver of such rights.

IN WITNESS WHEREOF, Chemetco and Delphi Automotive Systems have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives as of the day and year first above written.

DELPHI AUTOMOTIVE SYSTEMS

By [signature] By _____

Title Commodity Mgr. Title _____

Date Nov. 30, 1999 Date _____

CHEMETCO

By [signature] By _____

Title BUYER Title _____

Date 12/8/99 Date _____

GENTEMIL
LB
5-4-94
6

Revised June 24, 1999

DELPHI AUTOMOTIVE SYSTEMS

GENERAL TERMS AND CONDITIONS

Delphi Automotive Systems seeks to exceed its customers' expectations. Delphi's suppliers are integral to achieving this objective, and Delphi hopes that its suppliers will recognize Delphi as their preferred customer. Delphi will establish high performance expectations for itself and its suppliers, measure performance and reward superior performance.

1. ACCEPTANCE

Seller acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). Seller acknowledges and agrees that it has read and understands these General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

2. SHIPPING AND BILLING

2.1 Shipping. Seller will (a) properly pack, mark and, ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations, (b) route shipments as Buyer instructs, (c) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, (d) provide packing slips with each shipment that identify Buyer's contract and/or release number and the date of the shipment, and (e) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification identification of the goods shipped as Buyer or the carrier requires. The marks on each package and identification of the goods on packing slips, bills of lading and invoices must enable Buyer to easily identify the goods.

2.2 Billing. Seller will (a) accept payment based upon Buyer's Evaluated Receipt Record/Self-Billed Invoice unless Buyer requests that Seller issue and deliver an invoice and (b) accept payment by electronic funds transfer. If the payment due date is not otherwise specified in this Contract, the payment due date will be the due date established by the Multilateral Netting System (MNS-2) used by Buyer, which provides, on average, that payment will be due on the second day of the second month following the date Buyer receives the goods or services. Buyer may withhold payment for any goods or services until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such goods or services.

2.3 Delivery Schedules. Deliveries will be made in the quantities, on the dates, and at the times specified by Buyer in this Contract or any subsequent releases or instructions Buyer issues under this Contract. Time is of

the essence with respect to all delivery schedules Buyer establishes. Buyer will not be required to pay for any goods that exceed the quantities specified in Buyer's delivery schedules or to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If Buyer determines that the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other modification of this Contract.

2.4 Premium Shipments. If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment, unless Buyer's actions caused Seller to fail to meet Buyer's delivery schedules, in which case Buyer will pay any costs for premium shipment.

3. SPECIFICATION, DESIGN AND SCOPE CHANGES

Buyer may at any time require Seller to implement changes to the specifications or design of the goods or to the scope of any services or work covered by this Contract, including work related to inspection, testing or quality control. While Buyer will endeavor to discuss any such changes with Seller as early as practical, Seller will promptly implement such changes. Buyer will equitably determine any adjustment in price or delivery schedules resulting from such changes, including Buyer's payment of reasonable costs of modifications to Seller's Equipment and Facilities (as defined in Article 16) necessary to implement such changes. In order to assist in the determination of any equitable adjustment in price or delivery schedules, Seller will, as requested, provide information to Buyer, including documentation of changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith, provided, however, that Seller will continue performing under this Contract, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes.

4. QUALITY AND INSPECTION

Seller will participate in Buyer's supplier quality and development program(s) and comply with all quality requirements and procedures Buyer specifies from time to time. Seller will permit Buyer and its representatives and consultants to (i) inspect Seller's books and records in order to monitor Seller's compliance with this Contract and Seller's financial condition and (ii) enter Seller's facilities at reasonable times to inspect such facilities and any goods, materials and property that relate to this Contract. No such inspection by Buyer will constitute acceptance by Buyer of any work-in-process or finished goods.

5. NON-CONFORMING GOODS

Buyer is not required to perform incoming inspections of any goods, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any goods for the goods covered by this Contract unless Buyer consents in writing. If Buyer rejects any goods as non-conforming, Buyer may, at its option, (a) reduce the quantities of goods ordered under this Contract by the quantity of non-conforming goods, (b) require Seller to replace the non-conforming goods, and/or (c) exercise any other applicable rights or remedies. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of non-conforming goods within forty-eight (48) hours of notice of Buyer's rejection of non-conforming goods (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the non-conforming goods without liability to Seller, provided, however, that in any event Buyer may elect to

arrange for the shipment of any non-conforming goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all non-conforming goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any non-conforming goods. Buyer's payment for any non-conforming goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming goods.

6. FORCE MAJEURE

If Seller is unable to produce, sell or deliver any goods or services covered by this Contract, or Buyer is unable to accept delivery, buy or use any goods or services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this Contract that results from such event or occurrence will be excused for so long as such event or occurrence continues, provided, however, that the affected party gives written notice of such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns and power failures. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute goods from other available sources, in which case the quantities under this Contract will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this Contract and/or (ii) have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Contract without liability. Before any of Seller's labor contracts expire and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of goods to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) a finished inventory of goods in quantities sufficient to ensure the supply of goods to Buyer for at least thirty (30) days after such disruption commences.

7. WARRANTY

7.1 General. Seller warrants and guarantees to Buyer, its successors, assigns and customers that the goods and services covered by this Contract will (a) conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer, (b) will be merchantable, (c) of good material and workmanship, (d) free from defect, and (e) are fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

7.2 Date and Time Processing. Seller warrants and guarantees to Buyer and its customers that any products (including computer hardware, software, firmware, machinery and equipment) covered by this Contract must at all times accurately process, handle, calculate, compare and sequence date and time data from, into, within and between the 20th and 21st centuries, including leap year calculations.

7.3 Warranty Period. The period for each of the foregoing warranties will be that provided by applicable law, except that if Buyer ever provides a longer warranty to its customers, such longer warranty period will apply to the goods covered by this Contract.

8. INGREDIENTS AND HAZARDOUS MATERIALS

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the goods, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the goods, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing.

9. INSOLVENCY OF SELLER

Buyer may immediately terminate this Contract without liability to Seller in any of the following or any similar events: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this Contract, that are necessary for Seller to meet its obligations under this Contract. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Contract is terminated, including, but not limited to, all attorney or other professional fees.

10. TERMINATION FOR BREACH

Buyer may terminate all or any part of this Contract, without liability to Seller at any time after execution if Seller (a) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, (b) fails to perform or threatens not to perform services or deliver goods in accordance with this Contract; or (c) fails to assure timely and proper completion of services or delivery of goods.

11. TERMINATION FOR CONVENIENCE

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-process and finished goods inventory related to the goods under this Contract which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive

termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

12. TECHNICAL INFORMATION

12.1 Exchange of Information. Buyer and Seller will cooperate to create, maintain, update, and share technical information about the goods, products, machinery, materials, formulations and their manufacture, use, application and control in compliance with Buyer's drafting and math data standards. Such technical information will not be subject to any use or disclosure restrictions. Accordingly, Seller agrees not to assert any claims against Buyer, its customers or their respective suppliers with respect to any technical information that Seller discloses in connection with this Contract.

12.2 Waiver of Claims. Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any technical information that Seller shall have disclosed or may hereafter disclose in connection with the goods or services covered by this Contract.

12.3 Repair and Rebuild. Seller authorizes Buyer, its affiliates, agents and subcontractors, and Buyer's customers and their subcontractors to repair, reconstruct or rebuild the goods and products delivered under this Contract without payment of any royalty or other compensation to Seller.

12.4 Computer Programs and Written Works. All works of authorship, including without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created in the course of performing this Contract (separately or as part of any goods and components) are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller agrees to assign and assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship.

13. INDEMNIFICATION

13.1 Infringement. Seller will defend, hold harmless and indemnify Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses (including, without limitation, attorney and other professional fees and disbursements) relating to the goods or services covered by this Contract, including any claims in circumstances where Seller has provided only part of the goods or services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications.

13.2 Activities on Buyer's Premises. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer or Buyer's customer.

13.3 Product Liability. Seller will defend, hold harmless, and indemnify Buyer from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the goods or services supplied by Seller (regardless of whether

such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller.

14. COMPLIANCE WITH LAWS

Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this Contract. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Article.

15. INSURANCE

Seller will maintain insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of the above-mentioned insurance requirements under this Contract or certified copies of all insurance policies within ten (10) days after Buyer requests. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

16. SELLER'S EQUIPMENT

Seller, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns, fixtures and other accessories, required for the production of the products covered by this Contract ("Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller grants Buyer an irrevocable option to take possession of, and title to, all or part of Seller's Equipment that is specially designed or outfitted for the production of the goods covered by this Contract upon payment to Seller of the net book value of such Seller's Equipment <u>less</u> any amounts that Buyer has previously paid to Seller for the cost of such Seller's Equipment. This option will not apply to the extent that Seller's Equipment is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others. Buyer's right to exercise this option is not conditioned on Seller's breach or Buyer's termination of this Contract or upon payment of any other amounts due under this Contract.

17. BUYER'S PROPERTY

17.1 <u>Bailment of Property</u>. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items Buyer furnishes, either directly or indirectly, to Seller, or for which Buyer gives consideration to Seller in whole or in part ("Buyer's Property"), will be and remain the property of Buyer and be held by Seller on a bailment basis. To the extent that this Contract provides that Buyer will reimburse Seller for any specific items of Buyer's Property (such as tooling), Seller will purchase and pay for such Buyer's Property as agent of Buyer. To the extent that this Contract provides that Seller will obtain any specific items of Buyer's Property (such as tooling) without separate or additional payment or reimbursement by Seller,

Seller acknowledges and agrees that Buyer's issuance of this Contract is good and sufficient consideration for such Buyer's Property and that title to such Buyer's Property shall vest immediately in Buyer and be held by Seller pursuant to this Article. Seller shall assign to Buyer any contract rights or claims in which Seller has an interest with respect to Buyer's Property. Seller shall also execute (i) any bills of sale or other documents of conveyance Buyer requests to evidence the transfer to Buyer of title to any Buyer's Property, related contract rights and claims and (ii) any financing statements or other documents Buyer requests to evidence Buyer's ownership of Buyer's Property. Title to all replacement parts, additions, improvements and accessories purchased by Seller will vest in Buyer immediately upon attachment to or incorporation into Buyer's Property. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert any claims of ownership to or any other interest in Buyer's Property. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or in any of Buyer's Property for work performed on such property or otherwise. Goods manufactured based on Buyer's drawings and/or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written authorization.

17.2 Seller's Duties with Respect to Buyer's Property. While Buyer's Property is in Seller's possession and until Seller delivers Buyer's Property back to Buyer, Seller bears the risk of loss and damage to Buyer's Property. Seller will be responsible for the cost of repairing or replacing Buyer's Property if it is damaged or destroyed regardless of cause or fault. Seller will at all times: (a) regularly inspect, maintain in good condition, and repair Buyer's Property at Seller's own expense, (b) use Buyer's Property only for the performance of this Contract, (c) deem Buyer's Property to be personal property, (d) conspicuously mark Buyer's Property as the property of Buyer and maintain such markings, (e) not commingle Buyer's Property with the property of Seller or with that of a third person, (f) not move Buyer's Property from Seller's premises without Buyer's written approval, and (g) use Buyer's Property in compliance with Buyer's or the manufacturer's instructions and in compliance with all federal, state and local laws, ordinances and regulations. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto.

17.3 Return of Buyer's Property. Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) Ex Works (Incoterms 1990) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller does not release and deliver any Buyer's Property in accordance with this Article, Buyer may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property.

17.4 Disclaimer of Warranties. Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any

loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages.

17.5 Development, Engineering And Consulting Services. Engineering, consulting or development services ("Development Services") funded under this Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("IP") shall be the sole property of Buyer. Seller agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Buyer. Seller shall notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

18. SERVICE AND REPLACEMENT PARTS

During the term of this Contract, Seller will sell to Buyer goods necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers at the then current production price(s) under this Contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If this Contract is in effect at the end of the vehicle production program into which the goods covered by the Contract are incorporated, Seller will also sell goods to Buyer to fulfill Buyer's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program (the "Post-Production Period"), and this Contract will automatically remain in effect during the entire Post-Production Period. During the first three (3) years of the Post-Production Period, the price(s) for such goods will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service goods will be as reasonably agreed to by the parties. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.

19. REMEDIES

The rights and remedies reserved to Buyer in this Contract are cumulative with, and in addition to, all other or further remedies provided in law or equity.

20. CUSTOMS AND EXPORT CONTROLS

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, belong to Buyer. Seller will provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive these benefits or credits, and to fulfill any customs related obligations, origin marking or labeling requirements and local content origin requirements. Seller will obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licensees or authorization(s). Seller will make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

21. SETOFF AND RECOVERY

With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, Buyer may (i) setoff such obligations against any sums owing to Seller or Seller's affiliates and/or (ii) recoup such obligations from any amounts paid to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

22. NO ADVERTISING

Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the goods or services covered by this Contract or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials unless Buyer consents in writing.

23. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.

24. ASSIGNMENT

Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign or delegate its rights or obligations under this Contract without Buyer's prior written consent.

25. RELATIONSHIP OF PARTIES

Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

26. GOVERNING LAW AND JURISDICTION

This Contract is to be construed according to the laws of the country (and state or province, if applicable) from which this Contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this Contract is issued.

27. SEVERABILITY

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

28. RIGHT TO AUDIT AND INSPECT

Buyer, at its expense, has the right to audit and review all relevant books, records, payroll data, receipts and other documents, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to substantiate any charges and other matters under this Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. In addition, Buyer has the right to inspect all inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges, and other items related to Seller's performance of this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits or inspections by Buyer.

29. ENTIRE AGREEMENT

This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.