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UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF:
Poudre River Site
Fort Collins, Colorado

Public Service Company of Colorado,
d/b/a XCEL Energy, Inc.; Schrader Oil Co.;
and City of Fort Collins, Colorado;

Respondents

ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

U.S. EPA Region 8
CERCLA Docket No. **CERCLA-08-2005-0003**

Proceeding Under Sections 104, 106(a), 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§
9604, 9606(a), 9607 and 9622

ADMINISTRATIVE
RECORD

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Public Service Company of Colorado, d/b/a XCEL Energy, Inc. ("PSCo"); Schrader Oil Co. ("Schrader"); and City of Fort Collins, Colorado ("City"); ("Respondents"). This Order provides for the performance of a removal action by PSCo, the recordation of specific restrictive covenants by the Respondents and the reimbursement of certain response costs incurred by the United States at or in connection with the property located in the vicinity of the Poudre River and the Aztlan Center in Fort Collins, Colorado (the "Poudre River Site" or the "Site") by PSCo and Schrader.

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of Colorado (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondents recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Order do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Order. Each Respondent agrees to comply with and be bound by the terms of this Order that apply to it and further agrees that it will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order.

6. Respondents PSCo and Schrader are jointly and severally liable for carrying out all activities required of them by this Order. Wherever this Order imposes an obligation on PSCo, PSCo shall perform the obligation in the first instance. However, Schrader remains legally bound to perform such obligations and is jointly and severally liable for all such obligations. In the event of the insolvency or other failure of PSCo or Schrader to implement the requirements of this Order, the other shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Order and comply with this Order. Each Respondent shall be responsible for any noncompliance with the terms of this Order that apply to it.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site, by the Assistant Regional Administrator for Ecosystems Protection and Remediation, EPA Region 8, or his/her delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Order as provided in Section XXXI.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "CDPHE" shall mean the Colorado Department of Public Health and Environment and any successor departments or agencies of the State.

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, verifying the Work, or otherwise implementing, overseeing, or enforcing this Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 27 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation) , Paragraph 39 (emergency response) and Paragraph 66 (work takeover). Future Response Costs shall also include all Interim Response Costs and all Interest on those Past Response Costs Respondents have agreed to reimburse under this Order that have accrued pursuant to 42 U.S.C. § 9607(a) during the period from June 30, 2004 to the Effective Date.

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Interim Response Costs" shall mean all costs, including direct and indirect costs, a) paid by the United States in connection with the Site between July 1, 2004 and the Effective Date, or b) incurred prior to the Effective Date, but paid by the United States after that date.

j. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

k. "Order" shall mean this Administrative Order on Consent and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Order and any appendix, this Order shall control.

l. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

m. "Parties" shall mean EPA, PSCo, Schrader and the City.

n. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through June 30, 2004, plus Interest on all such costs through such date.

o. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

p. "Removal Action Plan" shall mean the plan for work by which the removal action will be implemented, as set forth in Appendix B to this Order, and any modifications made thereto in accordance with this Order.

q. "Respondents" shall mean PSCo, Schrader and the City.

r. "Section" shall mean a portion of this Order identified by a Roman numeral.

s. "Site" shall mean the Poudre River Superfund Site, located in the vicinity of the Poudre River and the Aztlan Center in Fort Collins, Colorado and depicted generally on the map attached as Appendix E. Specifically, the Site shall include all areas having been affected, currently affected or to be affected in the future by the non-aqueous phase liquid ("NAPL") plume. A map of the NAPL plume is attached to this Order as Appendix F and is incorporated by reference herein.

t. "State" shall mean the State of Colorado.

u. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under State law.

v. "Work" shall mean all activities PSCo and Schrader are required to perform under this Order, including, but not limited to, all actions necessary to address the removal action objectives for NAPL within the delineated plume area, which is described in Appendix F. The removal action objectives are described in the removal action plan, which is attached as Appendix B.

IV. FINDINGS OF FACT

9. The Poudre River Site is located along the Cache La Poudre River in Fort Collins, Colorado.

10. During the early twentieth century, the Poudre Valley Gas Company produced gas from coal and possibly oil at a location within the Site boundaries and to the southwest of the Poudre River ("gas plant property"). The gasification plant closed in approximately 1926. PSCo is the successor to Poudre Valley Gas Company, the operator of the gasification plant. The property on which the gasification plant was located is currently owned by Schrader Oil Company and PSCo. The City of Fort Collins owns property between the gas plant property and the Poudre River, a portion of which was used in the past for landfill purposes. The Aztlan Community Center and the United Way Building are located on top of the old landfill.

11. Investigation of the Site has revealed a plume of NAPL. The NAPL consists of a variety of volatile and semi-volatile organic compounds, chiefly polyaromatic hydrocarbons, including benzene, napthalene and xylene. It is a black oily/tarry liquid, slightly denser and more viscous than water. It is derived from discarded materials associated with the former coal gasification plant. Free product is present on the Schrader property and under the parking lot of the Aztlan Center. The plume of NAPL extends to the Poudre River and is found both above bedrock and in fissures in the bedrock. The NAPL has been observed in the Poudre River. The concentrations of organic compounds in the NAPL exceed ambient water quality criteria and other ecological sediment screening values.

12. There have been two documented releases of petroleum substances on the Schrader property, occurring in approximately 1994 and 1997. Both releases are currently the subject of State-approved corrective actions. Samples taken during the corrective actions indicate the presence of benzene, toluene, ethylbenzene and xylenes in the soil and groundwater. These substances are also found in the NAPL plume. The releases may be affecting the mobility of the NAPL plume.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

13. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Poudre River Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. PSCo and Schrader are responsible parties under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

i. PSCo is the current owner of property on the Site and is therefore an "owner" of a facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1), 42 U.S.C. §9607(a)(1). In addition, PSCo was the "owner" and/or "operator" of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

ii. Schrader is the current owner of property on the Site and is therefore an "owner" of a facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1), 42 U.S.C. §9607(a)(1).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).

f. The release of hazardous substances at the Site, if unaddressed, may present an imminent and substantial endangerment to human health and the environment.

g. The removal action required by this Order is necessary to protect the public health or welfare or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that each Respondent shall comply with all of the provisions of this Order that apply to it, including, but not limited to, all attachments to this Order and all documents incorporated by reference into this Order.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

14. PSCo shall retain one or more contractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) within thirty (30) days of the Effective Date. PSCo shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least five (5) days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by PSCo. If EPA disapproves of a selected contractor,

PSCo shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within fifteen (15) days of EPA's disapproval.

15. PSCo has selected, and EPA has approved, Jennifer McCarter as Project Coordinator. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, PSCo shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within five (5) days following EPA's disapproval. Receipt by PSCo's Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by all PSCo.

16. EPA has designated Paul Peronard of the Preliminary Assessment and Emergency Response Branch as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Order, Respondents shall direct all submissions required by this Order to the OSC at EPA, EPR-ER, 999 18th Street, Suite 300, Denver, CO 80202.

17. EPA and PSCo shall have the right, subject to Paragraph 15, to change their respective designated OSC or Project Coordinator. PSCo shall notify EPA three (3) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

18. PSCo shall perform, at a minimum, all actions necessary to implement the Removal Action Plan. The actions to be implemented generally include, but are not limited to, the following:

The Work to be performed pursuant to this Order includes:

- Excavation of soil, sediment and bedrock within a predetermined NAPL impacted area designated by the Removal Action Plan;
- Construction of a vertical barrier wall, including a hydraulic containment trench and water treatment plant, to, among other things, intercept any NAPL moving into the Poudre River;

- Operation of the hydraulic containment until it is no longer needed to stop NAPL releases to the Poudre River;
- Implementation and compliance with institutional controls; and
- Restoration of the Poudre River corridor affected by the removal action.

19. Work Plan and Implementation.

a. Within thirty (30) days after the Effective Date, PSCo shall implement the EPA approved Removal Action Plan for performing the removal action, which is attached as Appendix B and generally described in Paragraph 18 above. The schedule for the actions required by this Order is included in the Removal Action Plan. PSCo shall implement the Removal Action Plan as approved in writing by EPA in accordance with the schedule approved by EPA. The Removal Action Plan, the schedule, and any subsequent modifications are and shall be incorporated into and become fully enforceable under this Order.

b. Throughout the implementation of the removal action outlined in the Removal Action Plan, sampling, monitoring and analysis of various environmental media will be required. This sampling, monitoring and analysis shall be documented in a Site Sampling and Analysis plan. This EPA-approved plan shall be included in the final Removal Action Plan and shall comply with EPA standards for QAPPs and QA/QC.

c. By November 23, 2004 PSCo shall incorporate a final EPA-approved restoration plan into the final removal action design which will be incorporated into the Removal Action Plan. The restoration plan shall be attached and incorporated by reference into this Order.

d. PSCo shall not commence any Work except in conformance with the terms of this Order.

20. Health and Safety Plan. Within thirty (30) days after the Effective Date, PSCo shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Order. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health

Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. PSCo shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

21. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. PSCo shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. PSCo shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. PSCo shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, PSCo shall have such a laboratory analyze samples submitted by EPA for QA monitoring. PSCo shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, PSCo or any other Respondent taking samples relating to the Work under this Order, shall allow EPA or its authorized representatives to take split and/or duplicate samples. PSCo or any other Respondent taking samples relating to the Work under this Order shall notify EPA not less than three (3) days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of PSCo's implementation of the Work. Any Respondent may take a "sample of

opportunity" with less than three (3) days notice to EPA, or where necessary, without prior notification to EPA, but shall, at a minimum, notify any on-site EPA personnel or representatives prior to or during sample collection and shall orally notify EPA within 24 hours of such sampling event. For purposes of this Order, a "sample of opportunity" is defined as an unplanned sampling event that would facilitate the Work to be performed under this Order, the collection of which could not be accomplished with a three (3) day notification requirement.

d. Except as otherwise provided, all data required to be submitted pursuant to this Order must be formatted according to EPA Region 8's most current *Standard Guidance to Format Sample Results, Field Measurements and Associated Metadata.* All GIS format data, aerial photos, and CAD drawing data layers acquired or developed in support of EPA projects must be submitted to EPA. GIS formats acceptable include all ESRI software compatible formats such as coverages, shapefiles, GRID format files, ArcExport format files, and Arc8x (mxd) formatted projects. All data incorporated for submission to EPA are required to have full Federal Geographic Data Committee (FGDC) compliant metadata associated with each layer file to facilitate georeferencing and conversions. All aerial photos acquired in support of EPA projects must be submitted to EPA. Aerial photos must include world files or other common source for georeferencing and dating. All data layers used to produce CAD drawings will be submitted as data layer separates (dxf). CAD data layers should include georeference documentation. All GIS, aerial photographs, and CAD data may be submitted in the formats described above on CD-ROM. All design and construction data will be delivered in a CAD format in a site-specific local coordinate system.

22. Operation, Monitoring and Maintenance. In accordance with the Removal Action Plan, or as otherwise directed by EPA, PSCo shall submit a proposal for operation, monitoring and maintenance consistent with Section 300.415(*l*) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, PSCo shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements. All Respondents shall implement the reasonable steps described within this Order and attached to this Order as Appendix G.

23. Reporting.

a. PSCo shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order every 30th day after the Effective Date until termination of this Order, unless otherwise directed in writing by the OSC. PSCo may request at any time that EPA change the frequency of progress reports. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Each Respondent shall submit three (3) copies of all plans, reports or other submissions required to be submitted by it pursuant to this Order. Upon request by EPA, each Respondent shall submit such documents in electronic form.

c. Each Respondent who owns or controls property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Order and written notice to EPA and the State of the proposed conveyance, including the name and address of the transferee. Each Respondent who owns or controls property at the Site also agrees to require that its successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

24. Final Reports. Within one hundred twenty (120) days after commencement of operation of the hydraulic containment system as set forth in the Removal Action Plan, PSCo shall submit for EPA review and approval a draft "Preliminary Report" summarizing the actions taken to comply with this Order and reflecting analysis of the first one hundred twenty (120) days of operation. PSCo shall submit a final Preliminary Report within ninety (90) days of receiving EPA's comments on the draft Preliminary Report. Within one hundred twenty (120) days after EPA has determined that the hydraulic containment system can be permanently shut down and all other Work required by this Order has been completed, PSCo shall submit for EPA review and approval a draft "Completion Report" summarizing all of the actions taken to comply with this Order. PSCo shall submit a final Completion Report within ninety (90) days of receiving EPA's comments on the draft report. The final Completion Report shall conform, at a

minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final Completion Report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Order, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final Completion Report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete in all material respects."

25. Off-Site Shipments.

a. PSCo shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. PSCo shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. PSCo shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by PSCo following the award of the contract for the removal action. PSCo shall provide the information required by Paragraph 25(a) and 25(b) as soon

as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances or pollutants or contaminants from the Site to an off-site location, PSCo shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. PSCo shall only send hazardous substances or pollutants or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

26. If the Site, or any other property where access is needed to implement this Order, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide EPA and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order.

27. Where any action under this Order is to be performed in areas owned by or in possession of someone other than Respondents, each Respondent responsible for that action shall use its best efforts to obtain all necessary access agreements within fifteen (15) days after the Effective Date, or as otherwise specified in writing by the OSC. Each of said Respondents shall immediately notify EPA if after using its best efforts it is unable to obtain such agreements. For purposes of this Paragraph and the paragraph concerning institutional controls, "best efforts" includes the payment of reasonable sums of money in consideration of access. Each of said Respondents shall describe in writing its efforts to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Each Respondent for whom EPA has taken such enforcement actions shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

28. Each Respondent shall, within thirty (30) days of the Effective Date, implement institutional controls on Property it owns within the Site. Each

Respondent shall execute and record in the Recorder's Office of Larimer County, Colorado , a restrictive covenant, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Order, subject to the requirements of Paragraphs 26 and 27 above, and (ii) grants the right to enforce the land use restrictions more fully developed as Appendix H to this Order. Respondents shall grant the access rights and the rights to enforce the land use restrictions to all property owners within the Site who also execute and record the restrictive covenant. EPA will make initial contact with property owners within the Site who are not Respondents to request their participation in implementing and complying with the institutional controls. Respondents shall thereafter make best efforts to have such property owners who are not Parties to this Order execute and record the restrictive covenant. Respondents shall describe in writing their efforts to obtain such actions by landowners who are not signatories to this Order. EPA may then assist Respondents in obtaining such participation, to the extent necessary to effectuate the institutional controls described herein, using such means as EPA deems appropriate. PSCo and Schrader shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such participation, in accordance with the procedures in Section XV (Payment of Response Costs).

29. Within thirty (30) days of recording the restrictive covenant applicable to its property, each Respondent shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded restrictive covenant showing the clerk's recording stamps.

30. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, as well as all of its rights to require land use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

31. Each Respondent shall provide to EPA and the State, upon written request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Each Respondent shall also make available to EPA and the State, for purposes of

investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

32. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to EPA and the State under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

33. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide EPA and the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

34. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site, as provided for in Section 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F).

XI. RECORD RETENTION

35. Until 5 years after Respondents' receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), each Respondent shall preserve

and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 5 years after Respondents' receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

36. At the conclusion of this document retention period, Respondents shall notify EPA and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or the State, Respondents shall deliver any such records or documents to EPA or the State. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA or the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

37. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any material records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since negotiations commenced with EPA and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

38. Each Respondent shall perform all actions required to be performed by it pursuant to this Order in accordance with all applicable local, state, and federal

laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. ARARs are identified in the Action Memorandum.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

39. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, PSCo shall immediately take all appropriate action. PSCo shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. PSCo shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (303) 293-1788 of the incident or Site conditions. In the event that PSCo fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, PSCo shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

40. In addition, in the event of any release of a hazardous substance from the Site which a Respondent has knowledge of, that Respondent shall immediately notify the OSC at (303) 293-1788 and the National Response Center at (800) 424-8802. Such Respondent shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

41. The OSC shall be responsible for overseeing Respondents' implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

42. Payment for Past Response Costs.

a. Within thirty (30) days after the Effective Date, PSCo and Schrader shall pay to EPA $668,785.34 for Past Response Costs, with PSCo paying $535,028.28 and Schrader $133,757.06. However, pursuant to Paragraph 6, the liability of PSCo and Schrader is joint and several; the failure of one to pay shall require the other to pay the remainder. PSCo and Schrader shall each make the payment required by this Paragraph by a certified or cashier's check or by wire transfer made payable to "EPA Hazardous Substance Superfund" and shall include their name and address and the EPA Site/Spill ID number 08HE. PSCo and Schrader shall send the payment as indicated below:

For certified or cashier's check, payment must be received by 11:00 AM Eastern Time for same day credit and should be forwarded to one of the following addresses:

Regular Mail:

Mellon Bank
Attn: Superfund Accounting
Lockbox 360859
Pittsburgh, PA 15251-6859

Express Mail:

Environmental Protection Agency 360859
Mellon Client Service Center Rm 154-0670
500 Ross Street
Pittsburgh, PA 15262-0001

For wire transfer, payment must be sent directly to the Federal Reserve Bank in New York City with the following information:

ABA = 021030004
TREAS NYC/CTR/
BNF=/AC-68011008

b. At the time of payment, PSCo and Schrader shall send notice that payment has been made to Kelcey Land, Cost Recovery Program Manager, ENF-RC, 999 18th Street, Suite 300, Denver, CO 80202.

c. The total amount to be paid by PSCo and Schrader pursuant to Paragraph 42(a) shall be deposited in the Poudre River Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

43. Payments for Future Response Costs.

a. PSCo and Schrader shall pay EPA all Future Response Costs not inconsistent with the NCP. PSCo shall pay 80% of Future Response Costs and Schrader 20%. However, pursuant to Paragraph 6, the liability of PSCo and Schrader is joint and several; the failure of one to pay shall require the other to pay the remainder. On a periodic basis, EPA will send PSCo and Schrader a bill requiring payment that includes a standard Regionally-prepared cost summary, which includes direct and indirect costs incurred by EPA and its contractors. PSCo and Schrader shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 45 of this Order.

b. PSCo and Schrader shall make all payments required by this Paragraph by a certified or cashier's check or checks or by wire transfer(s) made payable to "EPA Hazardous Substance Superfund" and shall include their name and address and the EPA Site/Spill ID number 08HE. PSCo and Schrader shall send the payment(s) as indicated below:

For certified or cashier's checks, payment must be received by 11:00 AM Eastern Time for same day credit and should be forwarded to one of the following addresses:

Regular Mail:

Mellon Bank
Attn: Superfund Accounting
Lockbox 360859
Pittsburgh, PA 15251-6859

Express Mail:

Environmental Protection Agency 360859
Mellon Client Service Center Rm 154-0670
500 Ross Street
Pittsburgh, PA 15262-0001

For wire transfers, payment must be sent directly to the Federal Reserve Bank in New York City with the following information:

ABA = 021030004
TREAS NYC/CTR/
BNF=/AC-68011008

c. At the time of payment, PSCo and Schrader shall send notice that payment has been made to Kelcey Land, Cost Recovery Program Manager, ENF-RC, 999 18th Street, Suite 300, Denver, CO 80202.

d. The total amount to be paid by PSCo and Schrader pursuant to Paragraph 43(a) shall be deposited in the Poudre River Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

44. In the event that the payment for Past Response Costs is not made within 30 days of the Effective Date, or the payments for Future Response Costs are not made within 30 days of PSCo's and Schrader's receipt of a bill, PSCo and Schrader shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or

sanctions available to the United States by virtue of PSCo's and Schrader's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

45. PSCo and Schrader may dispute all or part of a bill for Future Response Costs submitted under this Order, if PSCo and/or Schrader allege that EPA has made an accounting error, or if PSCo and/or Schrader allege that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, the disputing party shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 43 on or before the due date. Within the same time period, the disputing party shall pay the full amount of the contested costs into an interest-bearing escrow account. The disputing party shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 37(c) above. The disputing party shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within thirty (30) days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

46. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

47. If Respondents object to any EPA action taken pursuant to this Order, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within ten (10) days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have fifteen (15) days from EPA's receipt of Respondents' written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

48. Any agreement reached by the parties to the dispute pursuant to this Section shall be in writing and shall, upon signature by each of the parties to the dispute, be incorporated into and become an enforceable part of this Order. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the office director level or higher will issue a written

decision on the dispute to Respondents. The management official shall endeavor in good faith to provide a written decision within fourteen (14) days. EPA's decision shall be incorporated into and become an enforceable part of this Order. Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs first.

XVII. FORCE MAJEURE

49. Each Respondent agrees to perform all requirements of this Order that apply to it within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondents' best efforts to fulfill the obligation. *Force majeure* includes, but is not limited to, adverse river-flow conditions or adverse weather conditions under which implementation of the Work would be unsafe. *Force majeure* does not include financial inability to complete the Work, or increased cost of performance.

50. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure* event, the Respondent responsible for the obligation shall notify EPA orally within 48 hours of when that Respondent first knew that the event might cause a delay. Within three (3) days thereafter, that Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; that Respondent's rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of that Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude that Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

51. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify that Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify all Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

52. PSCo and Schrader shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 53 and 54 for failure to comply with the requirements of this Order specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by PSCo and Schrader shall include completion of the activities under this Order, the Removal Action Plan or other plan approved under this Order identified below in accordance with all applicable requirements of law, this Order, and any plans or other documents approved by EPA pursuant to this Order and within the specified time schedules established by and approved under this Order.

53. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 53(b):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th day
$5,000	15th through 30th day
$32,500	31st day and beyond

b. Compliance Milestones

-Completion of all Work described in the Removal Action Plan in accordance with the schedule included therein.

-Payment of Past, Interim and Future Response Costs within timeframe established by this Order.

54. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate progress reports:

Penalty Per Violation Per Day	Period of Noncompliance
$100	1st through 14th day
$500	15th through 30th day
$1,000	31st day and beyond

55. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 66 of Section XX, PSCo and Schrader shall be liable for a stipulated penalty in the amount of $500,000.

56. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies PSCo and Schrader of any deficiency; and 2) with respect to a decision by the EPA management official at the office director level or higher, under Paragraph 48 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

57. Following EPA's determination that PSCo and Schrader have failed to comply with a requirement of this Order, EPA may give PSCo and Schrader written notification of the failure and describe the noncompliance. EPA may send PSCo and Schrader a written demand for payment of the penalties. However, penalties

shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified PSCo and Schrader of a violation.

58. All penalties accruing under this Section shall be due and payable to EPA within 30 days of PSCo's and/or Schrader's receipt from EPA of a demand for payment of the penalties, unless PSCo and/or Schrader invoke the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to Mellon Bank, Attn: Superfund Accounting, Lockbox 360859, Pittsburgh, PA, 15251-6859 and shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 08HE, the EPA Docket Number , and Respondent's name and address. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 43(c).

59. The payment of penalties shall not alter in any way PSCo's and Schrader's obligation to complete performance of the Work required under this Order.

60. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

61. If PSCo and Schrader fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. PSCo and Schrader shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 58. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of PSCo's and Schrader's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order or in the event that EPA assumes performance of a portion

or all of the Work pursuant to Section XX, Paragraph 66. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XIX. COVENANT NOT TO SUE BY EPA

62. In consideration of the actions that will be performed and the payments that will be made by PSCo and Schrader under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against PSCo and Schrader pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work and for recovery of Past Response Costs and Future Response Costs. This covenant not to sue shall take effect upon receipt by EPA of the Past Response Costs due under Section XV of this Order and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV and XVIII of this Order. This covenant not to sue is conditioned upon the complete and satisfactory performance by PSCo and Schrader of their obligations under this Order, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to PSCo and Schrader and does not extend to any other person.

63. In consideration of the City's performance of reasonable steps pursuant to this Order, the City's agreement to deed restrict the property it owns within the Site and the City's continued compliance with all of the requirements of Section 107(q) of CERCLA, 42 U.S.C. § 9607(q), except as otherwise specifically provided in this Order, EPA covenants, pursuant to Section 107(q)(3), 42 U.S.C. § 9607(q)(3), not to sue or to take administrative action against the City pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work and for recovery of Past Response Costs and Future Response Costs.

XX. RESERVATIONS OF RIGHTS BY EPA

64. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health or welfare or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances or pollutants or contaminants, or hazardous or solid waste on, at, or from the Site.

Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring PSCo and Schrader in the future to perform additional activities pursuant to CERCLA or any other applicable law.

65. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves; and this Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by any Respondent to meet a requirement of this Order that is applicable to it;

b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;

c. liability for performance of response actions other than the Work, including, but not limited to, response actions which address objectives different than those delineated in this Order;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site;

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site; and

h. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials into or from the landfill located on the Site, except as specifically described within the Removal Action Plan.

66. Work Takeover. In the event EPA determines that PSCo and Schrader have ceased implementation of any portion of the Work, are seriously or repeatedly

deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. PSCo and Schrader may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that PSCo and Schrader shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

67. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Order, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

68. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 65 (b), (c), and (e) - (h), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

69. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXII. OTHER CLAIMS

70. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

71. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA) and Section XXIII (Contribution Protection), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

72. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION

73. The Parties agree that PSCo and Schrader are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order. The "matters addressed" in this Order are the Work , Past Response Costs, and Future Response Costs. Nothing in this Order precludes the United States or PSCo and Schrader from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery. Notwithstanding this or any other provision of this Order, PSCo and Schrader do not waive contribution rights against each other for the costs that each has incurred or will incur (beyond those costs for reimbursement of EPA expenses) in complying with this Order or

complying with Administrative Order on Consent CERCLA-08-2004-0005 and Administrative Order on Consent CERCLA-08-2004-0014.

74. The Parties agree that the City is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 107(q)(3) and 113(f) of CERCLA, 42 U.S.C. § 9607(q)(3) and 113(f), respectively, for "matters addressed" in this Order. The "matters addressed" in this Order are the Work , Past Response Costs, and Future Response Costs. This contribution protection is contingent upon continued compliance by the City with the requirements of Section 107(q) and the terms of this Order that apply to it.

XXIV. INDEMNIFICATION

75. PSCo and Schrader shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of PSCo and Schrader, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Order. In addition, PSCo and Schrader agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of PSCo and Schrader, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of PSCo and Schrader in carrying out activities pursuant to this Order. Neither PSCo and Schrader nor any such contractor shall be considered an agent of the United States.

76. The United States shall give PSCo and Schrader notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with PSCo and Schrader prior to settling such claim.

77. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work

on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, PSCo and Schrader shall each indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between PSCo and Schrader and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

78. At least 7 days prior to commencing any on-Site work under this Order, PSCo shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of two million dollars, combined single limit. Within the same time period, PSCo shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Order, PSCo shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of PSCo in furtherance of this Order. If PSCo demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then PSCo need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

79. In order to guarantee the full and final completion of the Work, within 30 days of the Effective Date of this Order, PSCo shall establish and maintain financial security for the benefit of EPA in the amount of $8.8 million in one or more of the following forms:

a. A surety bond unconditionally guaranteeing payment and/or performance of the Work, issued by a surety company that is (i) among those listed as acceptable sureties on Federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury and (ii) acceptable in all other respects to EPA;

b. One or more irrevocable letters of credit, payable to or at the direction of EPA, issued by one or more financial institution(s) (i) that have the authority to issue letters of credit, (ii) whose letter-of-credit operations are regulated and

examined by a U.S. Federal or State agency, and (iii) that are acceptable in all other respects to EPA;

c. A trust fund established for the benefit of EPA, governed by terms and conditions acceptable in all respects to EPA, and administered by a trustee (i) that has the authority to act as a trustee; (ii) whose trust operations are regulated and examined by a U.S. Federal or State agency; and (iii) that is acceptable in all other respects to EPA;

d. A policy of insurance issued by an insurance carrier, and governed by terms and conditions, acceptable in all respects to EPA;

e. A written guarantee to perform the Work executed in favor of EPA by one or more parent companies or subsidiaries of PSCo, or by one or more unrelated companies that have a substantial business relationship with PSCo; provided, however, that any company providing such a guarantee must demonstrate to the satisfaction of EPA that it satisfies the financial test requirements of 40 C.F.R. Part 264.143(f) with respect to the cost of the Work that it proposes to guarantee hereunder; or

f. A written guarantee to perform the Work executed in favor of EPA by PSCo; provided, however, that PSCo must demonstrate to the satisfaction of EPA that it satisfies the financial test requirements of 40 C.F.R. Part 264.143(f) with respect to the cost of the Work that it proposes to guarantee hereunder.

80. If PSCo seeks to post financial assurance for its completion of the Work by means of a guarantee pursuant to Subparagraph (e) or (f) above, it shall also comply with the other relevant requirements of 40 C.F.R. Part 264.143(f), 40 C.F.R. Part 264.151(f), and 40 C.F.R. Part 264.151(h)(1) relating to these forms of financial assurance, including, but not limited to, (i) the initial submission of required reports and statements from the guarantors' chief financial officer and independent certified public accountant; (ii) the annual re-submission of such reports and statements within ninety (90) days after the close of each of the guarantors' fiscal years; and (iii) the notification of EPA within ninety (90) days after the close of any of the guarantors' fiscal years in which any such guarantor no longer satisfies the financial test requirements set forth at 40 C.F.R. Part 264.143(f)(1).

81. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. The financial assurance instrument(s) provided pursuant to this Section (including, without limitation, the original versions of letters of credit and

other negotiable instruments issued for EPA's benefit) shall be submitted by PSCo to Daniela Golden, U.S. EPA, ENF-RC, 999 18th Street, Suite 300, Denver, CO 80202. PSCo shall also provide copies of all such financial assurance instruments to the other representatives of the EPA as specified in Section VII.

82. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, or in the event that PSCo becomes aware of information indicating that any financial assurances provided pursuant to this Section no longer satisfy the requirements set forth herein (including, without limitation, that any third-party provider of such assurances such as a surety, trustee, financial institution, insurer, and/or guarantor no longer qualifies to provide such assurances), then PSCo shall, within thirty (30) days of receipt of notice of EPA's determination or, as the case may be, within thirty (30) days of becoming aware of such information, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 46 of this Order. In addition, if at any time EPA notifies PSCo that the anticipated cost of completing the Work has increased, then, within thirty (30) days of receipt of such notification, PSCo shall obtain and present to EPA for approval a revised form of financial assurance (and otherwise acceptable under this Section) that reflects such cost increase. PSCo's inability to post financial assurance for completion of the Work shall in no way excuse performance of any other requirements of this Order, including, without limitation, PSCo's obligation to complete the Work in strict accordance with the terms hereof.

83. Any and all financial assurance instruments provided pursuant to this Section shall provide EPA with immediate access to resources, whether in cash or in kind, to continue and complete the Work in the event EPA determines that PSCo (i) has ceased implementation of any portion of the Work, (ii) is significantly or repeatedly deficient or late in its performance of the Work, or (iii) is implementing the Work in a manner which may cause an endangerment to human health or the environment. PSCo may invoke the procedures set forth in Section XVI (Dispute Resolution), to dispute EPA's determination that any of the circumstances described in clauses (i), (ii), or (iii) of this Paragraph have occurred. If EPA has determined that any of the circumstances described in clauses (i), (ii), or (iii) of this Paragraph have occurred, and if EPA is nevertheless unable after reasonable efforts to secure the resources (whether in cash or in kind) necessary to continue and complete the Work from the financial assurance instrument(s) posted by PSCo pursuant to this Section, then, in such event, and upon receiving written notice

from EPA, PSCo shall immediately deposit into an account specified by EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount equal to the estimated cost of the remaining Work to be performed as of such date, as determined by EPA.

84. (a) Reduction of Amount of Financial Assurance. If PSCo believes that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 79 above after the effective date of this Order, PSCo may, on any anniversary date of entry of this Order, or at any other time agreed to by PSCo and EPA, petition EPA in writing to request a reduction in the amount of the financial assurance provided under this Section so that the amount of the financial assurance is equal to the estimated cost of the remaining Work to be performed. PSCo shall submit a written proposal for such reduction to EPA which shall specify, at a minimum, the cost of the remaining Work to be performed and the basis upon which such cost was calculated. The decision to accept such a proposal and to allow a reduction of the amount of financial assurance in accordance herewith shall rest in EPA's sole discretion. If EPA decides to accept such a proposal, EPA shall notify PSCo of such decision in writing. After receiving EPA's written acceptance, PSCo may reduce the amount of the financial assurance in accordance with and to the extent permitted by such written acceptance. In the event of a dispute, PSCo may reduce the amount of the financial assurance required hereunder only in accordance with a final EPA management decision resolving such dispute.

(b) Change of Form of Financial Assurance. If PSCo desires to change the form of financial assurance provided pursuant to this Section after the effective date of this Order, PSCo may, on any anniversary date of entry of this Order, or at any other time agreed to by PSCo and EPA, petition EPA in writing to request a change in the form of financial assurance provided hereunder. PSCo shall submit a written proposal for such change to EPA which shall specify, at a minimum, the cost of the remaining Work to be performed, the basis upon which such cost was calculated, and a detailed description of the proposed revised form of financial assurance. The decision to accept such a proposal and to allow a change in the form of financial assurance shall rest in EPA's sole discretion. If EPA decides to accept such a proposal, EPA shall notify PSCo of such decision in writing. After receiving EPA's written acceptance, PSCo may change the form of financial assurance in accordance with and to the extent permitted by such written acceptance. In the event of a dispute, PSCo may change the form of financial

assurance required hereunder only in accordance with a final EPA management decision resolving such dispute.

(c) Release of Financial Assurance. If PSCo receives written notice from EPA in accordance with Paragraph 90 hereof that the Work has been fully and finally completed in accordance with the terms of this Order, or if EPA otherwise so notifies PSCo in writing, PSCo may petition EPA to allow the release or discontinuance of the financial assurance required hereunder. PSCo shall submit a written proposal for such release to EPA which shall specify the basis for the requested release (e.g., full and final completion of the Work, etc.). The decision to accept such a proposal for release of the financial assurance shall rest in EPA's sole discretion. When EPA decides to accept such a proposal, EPA shall notify PSCo of such decision in writing. After receiving EPA's written acceptance, PSCo may release the financial assurance in accordance with and to the extent permitted by such written acceptance. In the event of a dispute, PSCo may release the financial assurance required hereunder only in accordance with a final management decision resolving such dispute.

XXVII. REASONABLE STEPS AND DUE CARE

85. Respondents shall take all reasonable steps and due care to stop any continuing release and prevent any future release of hazardous substances within the NAPL plume area and to prevent or limit human, environmental or natural resource exposure to the hazardous substances released from their property. The reasonable steps to be taken pursuant to this Order are described in a list which is attached as Appendix G, and is incorporated by reference into this Order.

86. To enable to the City to perform certain actions in the future, PSCo shall pay to the City the sum of $200,000 and Schrader shall pay to the City the sum of $1 per square foot, up to a maximum of $50,000, for a passive vapor barrier/venting system for the new community center. Fourteen days after the Effective Date, Schrader shall establish an escrow account in the amount of $42,000, with interest payable to Schrader, to secure payment to the City of the sums Schrader is required to pay under this Paragraph and shall provide documentation to the City that the escrow account in the stated amount has been established. The passive vapor barrier/venting system shall be designed and constructed in accordance with the specifications set forth in Appendix K. In consideration of these payments, the City waives and forever releases any and all

claims against PSCo and Schrader for any costs or liabilities the City incurs as a result of taking the reasonable steps hereunder within the NAPL plume as described in Appendix F, including, without limitation, any costs or liabilities incurred as a result of petroleum products within the NAPL plume and any costs the City incurs, if any, to install, operate, and maintain an active vapor treatment system for the new community center.

XXVIII. MODIFICATIONS

87. The OSC may make modifications to any plan or schedule or Removal Action Plan in writing or by oral direction, provided such modifications do not materially change the scope of Work. Where emergency circumstances exist, the OSC may make any modifications necessary to protect public health or the environment. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

88. If PSCo seeks permission to deviate from any approved work plan or schedule, PSCo's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. PSCo may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 81, which the OSC will endeavor in good faith to provide within five (5) days of the request.

89. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXIX. NOTICE OF COMPLETION OF WORK

90. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including, but not limited to, payment of Future Response Costs, or record retention, EPA will provide written notice to Respondents. If EPA determines that any such Work has not been

completed in accordance with this Order, EPA will notify PSCo, provide a list of the deficiencies, and require that PSCo modify the Removal Action Plan if appropriate in order to correct such deficiencies. PSCo shall implement the modified and approved Removal Action Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by PSCo to implement the approved modified Removal Action Plan shall be a violation of this Order.

XXX. SEVERABILITY/INTEGRATION/APPENDICES

91. If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, each Respondent shall remain bound to comply with all provisions of this Order that apply to it that have not been invalidated or determined to be subject to a sufficient cause defense by the court's order.

92. This Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Order. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Order. The following appendices are attached to and incorporated into this Order:

A. Action Memorandum
B. Removal Action Plan
C. Removal Action Design Submittal
D. Restoration Plan
E. General Site Map
F. Plume Map
G. Reasonable Steps
H. Environmental Covenant
I. Screening Level Human Health Risk Analysis
J. Removal Action Alternatives Evaluation
K. Design Plans and Specifications for Passive Vapor Barrier/Venting System

It is so ORDERED and Agreed this 10 day of November, 2004.

BY: _____ DATE: 11/10/04
Doug Skie, Director
Preliminary Assessment and
Emergency Response Branch
Region 8
U.S. Environmental Protection Agency

BY: _____ DATE: 11/10/04
Michael Risner, Director
Legal Enforcement Program
Region 8
U.S. Environmental Protection Agency

BY: Sharon L Kercher DATE: 11-10-04
Sharon Kercher, Director
Technical Enforcement Program
Region 8
U.S. Environmental Protection Agency

EFFECTIVE DATE: 11/10/04

XXXI. EFFECTIVE DATE

93. This Order shall be effective when the Order is signed by EPA.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this ___ day of October, 2004 .

For Respondent Schrader Oil Co.

By _____

Title _____

For Respondent Public Service Company of Colorado

By _____
Richard C. Kelly

Title President and Chief Operating Officer

For Respondent City of Fort Collins

By _____

Title _____

XXXI. EFFECTIVE DATE

93. This Order shall be effective when the Order is signed by EPA.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this ___ day of ~~October~~ November, 2004 .

For Respondent Schrader Oil Co.

By _____

Title _____

For Respondent Public Service Company of Colorado

By_____

Title_____

For Respondent City of Fort Collins

By_____
Darin A. Atteberry

Title Interim City Manager

ATTEST:

Rita Knoll Harris
City Clerk / Chief Deputy

Approved As To Form:

Assistant City Attorney

XXXI. EFFECTIVE DATE

93. This Order shall be effective when the Order is signed by EPA.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this 9th day of ~~October,~~ November 2004.

For Respondent Schrader Oil Co.

By Stephen Schrader

Title Vice President

For Respondent Public Service Company of Colorado

By_____

Title_____

For Respondent City of Fort Collins

By_____

Title_____

Xcel Energy

TRANSMITTAL

DATE: November 9, 2004

TO: U.S. E.P.A. Region 8
999 18th St., Suite 300
Denver, CO 80202-2466

FROM: Jennifer McCarter

RE: Administrative Order on Consent (AOC) for the Poudre River Site

---

Attached are the following documents:

- A copy of the above referenced AOC, dated October 28, 2004, including amended pages issued by EPA on November 1, 2004, with original signature by Richard C. Kelly, President and Chief Operating Officer, on behalf of Public Service Company of Colorado (PSCo)
- Certificate of Insurance for Comprehensive General Liability and Automobile Liability, showing PSCo as insured and EPA Region 8 as Certificate Holder
- Copy of the CGL policy declarations
- Copy of the Business Auto policy declarations

Additionally, for the record, we would like to provide the following clarifications with respect to certain paragraphs of the AOC, as follows:

Sec. I Par. 1 (and elsewhere as applicable): the correct corporate reference should be "Public Service Company of Colorado, d/b/a Xcel Energy" ("PSCo"), not "XCEL Energy, Inc.".
Sec. XV Par. 43: In order to expedite payment for Future Response Costs, PSCo requests that invoices for its share of such costs be submitted to: "Manager of Waste and Remediation, Xcel Energy, 4653 Table Mountain Drive, Golden, CO 80403".
Sec. XXVIII Par. 88: The reference to paragraph 81 appears to be incorrect, and should probably reference paragraph 87, for clarity.

Section XXX Par. 92: Per an email from PSCo to EPA and the other stakeholders on November 2, 2004, Appendix D will include a summary of the Restoration Plan, as follows:

- The "Basis for Restoration - revised" memorandum dated October 29, 2004
- The Aquatic Habitat Survey (memo and drawings/photos)
- The Planting List
- The Inventory of Exiting Trees
- LP-430-501 as an 11x17" figure
- LP-430-502 as an 11x17" figure

Receipt acknowledged, November 9, 2004, on behalf of EPA Region 8 by:

Matt Cohen, Senior Atty. — Matt Cohen

Name and Title — Signature

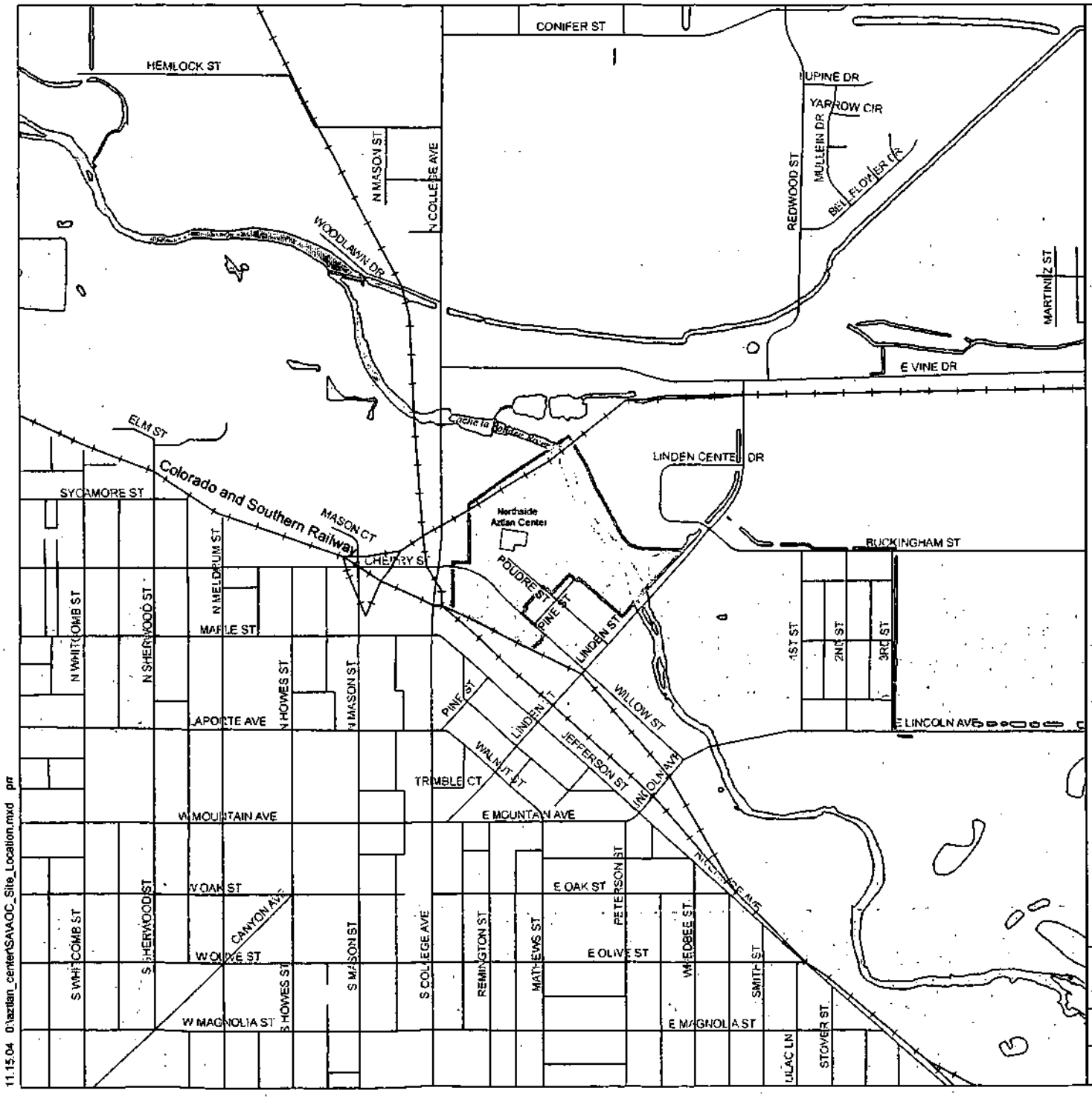
Jennifer McCarter, REM
Environmental Analyst
ESG, 4653 Table Mountain Drive
Golden, CO 80403
PH: 720-497-2166
FAX: 720-497-2117
CELL: 970-227-4545

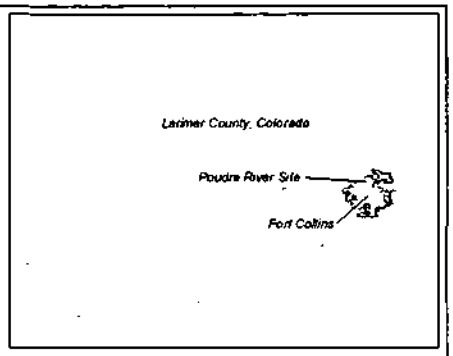
** TOTAL PAGE.03 **

Color Map(s)

The following pages contain color that does not appear in the scanned images.

To view the actual images, please contact the Superfund Records Center at (303) 312-6473.





Location Map

Legend

- Railroad
- Street
- Water
- Site Outline

N

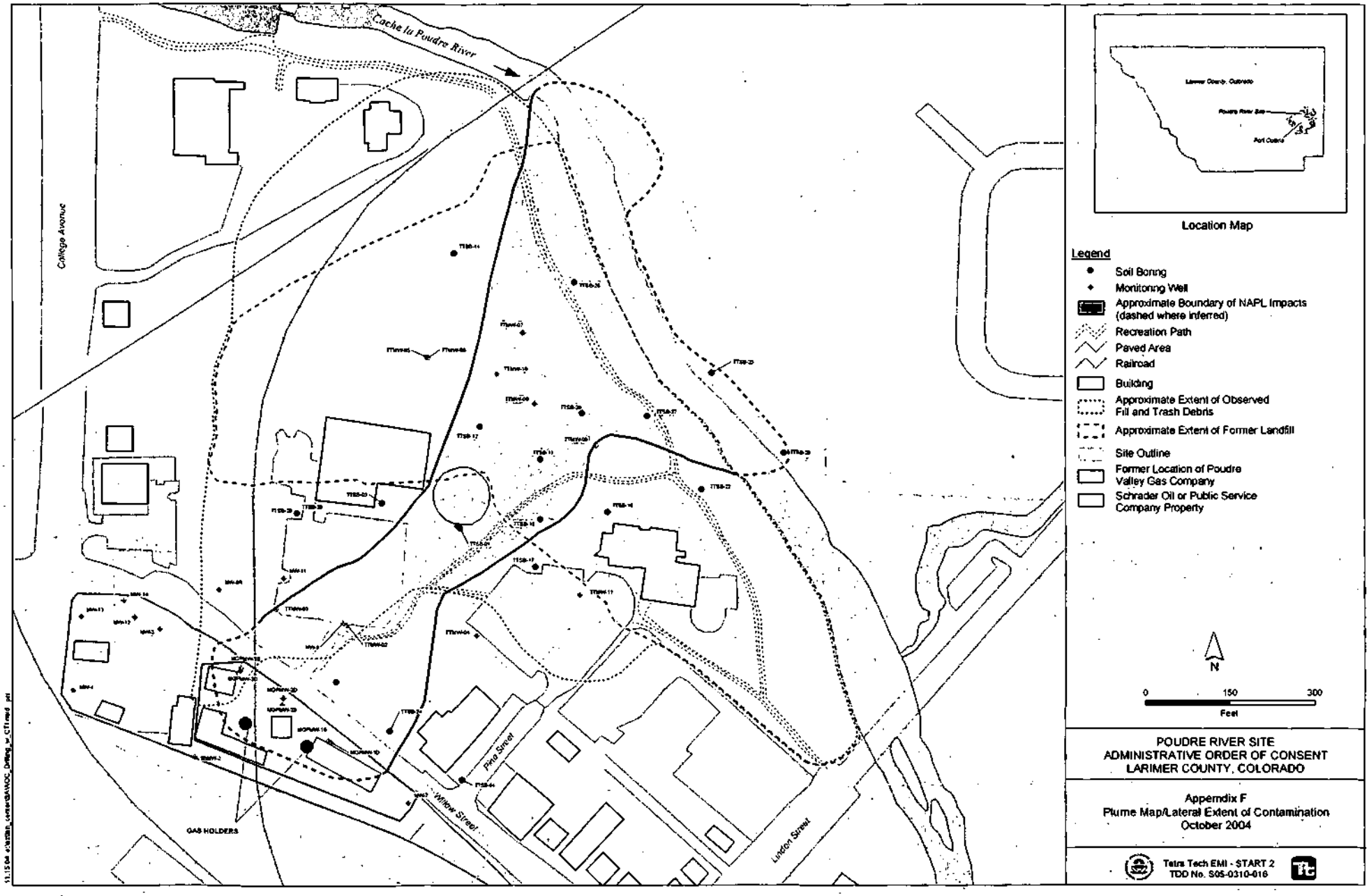
0 0.125 0.25
Miles

POUDRE RIVER SITE
ADMINISTRATIVE ORDER OF CONSENT
LARIMER COUNTY, COLORADO

Appendix E
Site Location

Tetra Tech EMI - START 2
TDD No. S05-0310-016

11.15.04 0:\aztlan_center\SAVAOC_Site_Location.mxd pm


Cache la Poudre River
College Avenue
Pine Street
Willow Street
London Street
GAS HOLDERS
Location Map
Legend
Soil Boring
Monitoring Well
Approximate Boundary of NAPL Impacts (dashed where inferred)
Recreation Path
Paved Area
Railroad
Building
Approximate Extent of Observed Fill and Trash Debris
Approximate Extent of Former Landfill
Site Outline
Former Location of Poudre Valley Gas Company
Schrader Oil or Public Service Company Property
N
0
150
300
Feet
POUDRE RIVER SITE
ADMINISTRATIVE ORDER OF CONSENT
LARIMER COUNTY, COLORADO
Appendix F
Plume Map/Lateral Extent of Contamination
October 2004
Tetra Tech EMI - START 2
TDD No. S05-0310-016

APPENDIX G

Based on information EPA has evaluated to date, EPA believes that, for an owner of property within the coal tar plume at the Poudre River Site (as described in Appendix F), the following would be appropriate reasonable steps with respect to the coal tar contamination found at the property. Additional reasonable steps may become necessary if site conditions change or new information is discovered which necessitates further reasonable steps.

1. Minimize subsurface excavations to the extent possible.
   - Provide above-ground, rather than underground, parking facilities.
   - Use caissons, piers, pilings, and/or at-grade slab building foundations.
   - Where practicable and consistent with good engineering practices, minimize burial depths of tanks, piping, foundations, and other improvements.
   - During the design of underground utility installations, the design or construction of new structures or demolition of an existing structure, take into account the potential presence of the contamination that has been delineated and, to the extent practicable and consistent with good engineering practices, minimize excavation volumes.
   - Where practicable and consistent with good engineering practices, adopt as a preference for sewer line maintenance and repair the application of an *in situ* liner as opposed to removing and replacing the sewer line.
   - Where practicable and consistent with good engineering practices, incorporate into new or replacement utility improvements design measures, such as protective sleeving, choice of materials and other features intended to minimize the need for future replacement or repair due to effects of subsurface contaminants.

2. Monitor for NAPL in areas in which you are performing work during any excavation.
   - Use the attached plume map to identify areas where excavations may expose NAPL.
   - Sample soil and water encountered during excavations, as well as air within work area during excavation and restoration. You are not required to characterize the extent of any contamination, but should be characterizing the soil and water accessed or moved during excavation, as well as the air within and above the excavation.
   - Properly characterize any materials that are to be removed from the excavation prior to appropriate disposal.

3. Protect workers, bystanders and building occupants.
   - Where NAPL is encountered or monitoring results indicate the presence of NAPL at levels exceeding health based standards, require workers to wear appropriate personal protective equipment and/or undertake engineering controls to accomplish the same level of worker and bystander protection.
   - Provide training for workers on visual identification of NAPL as well as

on the appropriate use of personal protective equipment.

- Where NAPL is present below or immediately adjacent to a proposed building, use building vapor monitoring, vapor intrusion systems and/or vapor venting systems, as appropriate.

4. Prevent preferential pathways that may be created by underground work.

- Use the attached plume map to identify areas where excavations may encounter NAPL.
- Seek professional assistance to design excavations in the identified areas that will not change pathway and/or rate of flow of the NAPL plume.

5. Properly dispose of contaminated materials that must be removed from the excavation in order to implement the work being performed.

- Properly characterize any materials that are to be removed from the excavation.
- Identify and use properly licensed facilities for the disposal of the contaminated materials that must be removed from the excavation.

APPENDIX K

Design Plans and Specifications for the Passive Vapor Barrier/Venting System

The Design Plans and Specifications for the passive vapor barrier/venting system will be prepared by a Registered Professional Engineer and shall include the following elements:

1. A design, which includes an impermeable liner between the building foundation and the subsurface. The liner will be sealed where perforated by utilities or where jointed to footers, etc. A grid system of perforated PVC pipes laid into a gravel-filled bed shall be placed underneath the liner and the vapors which may be passively collected shall be vented through solid PVC pipes which are manifolded together and discharge vertically above the roofline of the building.
2. Applicable City, County or State approvals and permits will be obtained for the design and construction of this system.
3. The Registered Engineer who designed the mitigation system shall inspect and certify that it has been installed in accordance with the approved plans and specifications.

"McCarter, Jennifer" <jennifer.mccarter@xcelenergy.com>

11/02/2004 05:51 PM

To: Matthew Cohn/ENF/R8/USEPA/US@EPA, "Carrie Daggett (E-mail)" <CDAGGETT@fcgov.com>, "Tim Gablehouse (E-mail)" <tgablehouse@gcgllc.com>

cc: "Staley, Terry D" <Terry.Staley@xcelenergy.com>, "Lauren Buehler (E-mail)" <lbuehler@fghr.com>, "Dennis Alexander (E-mail)" <dalexander@retec.com>, Paul Peronard/EPR/R8/USEPA/US@EPA, "Margit Hentschel (E-mail)" <mhentschel@fcgov.com>

bcc:

Subject: AOC appendix clarification

I understand that there may be some confusion regarding emails recently sent by PSCo/RETEC, transmitting various technical documents that are appendices to the AOC. Following is a summary. Please note the discussion under Appendix D - Restoratin Plan, and the need for feedback on our proposal. Thanks.

Appendix B - Removal Action Plan
* Attached is a copy of the email transmittal (without the attachment).
* The file size was quite large, and RETEC did receive two delivery failure messages for Xcel addressees. If any other addressees have NOT received the RAP email, please let me know and I'll have RETEC re-transmit.

<<Poudre River RAP Final PDF>>
Appendix C - Removal Action Design Submittal
* Hard copies were sent by Fed Express on Friday Oct. 29th for delivery Monday a.m. They include:
* A series of engineering drawings
* A binder titled "90% Design Submittal". The fourth section of this submittal (including Attachments A through E) is entitled "Basis for Restoration"

Appendix D - Restoration Plan
* At our legal/AOC call last Tuesday the 26th, we agreed that the Technical Memorandum (aka the "Basis for Restoration" Memorandum) would be pulled out as a separate Appendix to the AOC and called the "Restoration Plan". This would include some of the engineering drawings in a scaled down version. This same document could be used by the City to hand out, if requested, by members of the public.
* By now, you all should have received the Fed Ex package of the design drawings and the binder titled "90% Design Submittal". The contents of this binder, beginning with the fourth section and continuing to the end, consistute the "Basis for Restoration", which is much more voluminous than it was in the 60% design, and more so than I anticipated when we discussed pulling this out last week. It includes:
* the memorandum we discussed previously
* Attachment A - "Responses to City Comments", which was intended primarily for the City to clarify how/why we responded to their "Design Guidelines"
* Attachment B - "Hydraulic Summary Report" (aka floodplain modeling), including numerous floodplain work maps; this makes up the bulk of the bound design submittal materials
* Attachment C - "Aquatic Habitat Survey" (memo and drawing/photos)
* Attachment D - "Planting List"
* Attachment E - "Inventory of Existing Trees"
* Additionally, the following engineering drawings relate to the restoration "plan"
* LP-430-100 - "Landscape Schedule and Notes" (this is a plant

list, planting zones and seed mix, and with the exception of the 'landscape notes' which are intented for the contractor, this drawing is the same as Attachment D "Planting List")

* LP-430-101 - "Landscape Plan", which shows numerous circles indicating species to be planted; due to the level of detail, I think that when this is printed at 11x17", it will not be very useful to a reviewer
* LP-430-501 - "Landscape Details" - these cross-sections will likely be of interest to most parties, to understand what and how vegetation will be re-planted
* LP-430-502 - "Landscape Details" - these illustrations of wetland edge and slope/channel detail may also be of interest to reviewers
* Given the unanticipated increase in volume and detail of the basis for restoration, I think and hope you would all agree that it would not be necessary, appropriate or meaningfull to have all of the this material pulled out separately as Appendix D and/or handed out to the public. Therefore, we would propose to provide separately (in addition to the copy that will remain in the design submittal binder as Appendix C to the AOC), the following materials, as Appendix D to the AOC, to be titled "Restoration Plan Summary" or "Restoration Plan Excerpt" (or something like that):
* The "Basis for Restoration - revised" memorandum dated October 29, 2004
* The Aquatic Habitat Survey (memo and drawings/photos)
* The Planting List
* The Inventory of Exiting Trees
* LP-430-501 as an 11x17" figure
* LP-430-502 as an 11x17" figure
* We would propose that copies of this could also be made available to provide to the public, if requested. If deemed necessary, we could indicate that the complete basis for restoration is available for review at the EPA and/or the City offices.
* Please provide a response by EOB Thursday as to whether you agree that this list of materials will suffice for both Appendix D to the AOC and also for providing to the public, upon request.

Appendix I - Screening Level Human Health Risk Analysis

* Attached is a copy of the email transmittal (without the attachment)

* <<AOC Appendix I>>

Appendix J - Removal Action Alternatives Evaluation

* Attached is a copy of the email transmittal (without the attachment).

<<Poudre Removal Action Alternatives Report PDF>>

Jennifer McCarter, REM
Environmental Analyst
Northern Colorado
Office: 720-497-2166
Cell: 970-227-4545
Pager: 303-556-1708
Carpe Diem!

----- Message from "Dennis Alexander" <dalexander@retec.com> on Fri, 29 Oct 2004 13:50:18 -0700 -----

To: "McCarter, Jennifer" <jennifer.mccarter@xcelenergy.com>
Subject: Poudre River RAP Final PDF

Per your request, this is the cover email with the attachments removed.

D

Dennis Alexander
RETEC Ft. Collins
(970) 493-3700
----- Forwarded by Dennis Alexander/Ft-Collins/RETEC on 10/29/2004 02:49 PM

Dennis Alexander
10/28/2004 03:47 PM

To: peronard.paul@epamail.epa.gov
cc: jennifer.mccarter@xcelenergy.com, terry.staley@xcelenergy.com, lbuehler@fghr.com, hstuber@walshenv.com, dmrau@paragoncg.com, MHENTSCHEL@fcgov.com, jarrett.laraway@ttemi.com, tgablehouse@att.net, CDAGGETT@fcgov.com, (bcc: Dennis Alexander/Ft-Collins/RETEC)
Subject: Poudre River RAP Final PDF

Paul,

PSCo requested that we provide an electronic submittal of the Removal Action Plan(RAP) for the Poudre River Site as it pertains to the draft AOC. Please find the document attached below. Given the project schedule the RAP is considered final at this time, any additional comments or concerns from stakeholders regarding the RAP should be directed to EPA.

Regards,
Dennis

Dennis Alexander
RETEC Ft. Collins
(970) 493-3700
----- Forwarded by Dennis Alexander/Ft-Collins/RETEC on 10/28/2004 03:32 PM
-----

j

----- Message from "Colleen Cushing" <cushingc@exponent.com> on Mon, 1 Nov 2004 18:29:31 -0700

To: peronard.paul@epamail.epa.gov, cohn.matthew@epamail.epa.gov, lbuehler@fghr.com, hstuber@walshenv.com, dmrau@paragoncg.com, MHENTSCHEL@fcgov.com,

jarrett.laraway@ttemi.com, tgablehouse@att.net, CDAGGETT@fcgov.com

cc: "McCarter, Jennifer" <jennifer.mccarter@xcelenergy.com>, "Staley, Terry D" <Terry.Staley@XCELENERGY.COM>, "Yvette Lowney" <lowneyy@exponent.com>

Subject: AOC Appendix I

The attached pdf file contains the report titled: Health-Based Evaluation for the Former Poudre Valley Gas Company Manufactured Gas Plant Area: Phase I - Screening-Level Analysis. This document is Appendix I of the AOC.

Let me know if you have any questions or problems with the file.

<<XCEL_Nov01.pdf>>

Colleen Cushing
cushingc@exponent.com
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4940 Pearl East Circle, Suite 300
Boulder, CO 80301
(720) 406-8114 phone

----- Message from "Dennis Alexander" <dalexander@retec.com> on Thu, 28 Oct 2004 14:47:34 -0700 -----

To: peronard.paul@epamail.epa.gov

cc: "McCarter, Jennifer" <jennifer.mccarter@xcelenergy.com>, "Staley, Terry D" <Terry.Staley@XCELENERGY.COM>, lbuehler@fghr.com, hstuber@walshenv.com, dmrau@paragoncg.com, MHENTSCHEL@fcgov.com, jarrett.laraway@ttemi.com, tgablehouse@att.net, CDAGGETT@fcgov.com

Subject: Poudre Removal Action Alternatives Report PDF

Paul,

PSCo requested that we provide an electronic submittal of the September 14, 2004 Removal Action Alternatives Evaluation Report for the Poudre River Site as it pertains to the draft AOC. Please find the document attached below.

Regards,
Dennis

Dennis Alexander
RETEC Ft. Collins
(970) 493-3700
----- Forwarded by Dennis Alexander/Ft-Collins/RETEC on 10/28/2004 02:58 PM -----

(See attached file: RAAE.pdf)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8
999 18TH STREET - SUITE 500
DENVER, CO 80202-2466

Ref: 8EPR-ER

ACTION MEMORANDUM

SUBJECT: Request for Funding and Proposed Scope of a CERCLA 104(b) Removal Site Inspection at the **Poudre River Site** - Fort Collins, Larimer County, Colorado.

FROM: Paul R. Peronard 11/9/04
On Scene Coordinator

TO: Max H. Dodson
Assistant Regional Administrator
Office of Ecosystem Protection and Remediation

THROUGH: Douglas Skie, Director
Preparedness, Assessment, and Emergency-Response Program

Site ID#: 08HE

Category of Removal: Removal Action, Non-NPL, PRP-Lead

I. PURPOSE

The purpose of this ACTION MEMORANDUM is to document the decision to direct a responsible party lead, time-critical Removal Action, designed to address the release of a coal tar like material, containing a variety of organic hazardous substances, into the Cache La Poudre River ("Poudre" or "Poudre River" or "River") in Fort Collins, Larimer County, Colorado. The Public Service Company of Colorado, doing business as Xcel Energy (PSCo); the Schrader Oil Co. (Schrader); and the City of Fort Collins are all signatories to an Administrative Order on Consent (AOC) which provides for the completion of the Removal Actions described herein.

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II. SITE CONDITIONS AND BACKGROUND

A. Site Description

1. Removal Site Evaluation

The Poudre River Site is located on the Cache La Poudre River ("Poudre River") adjacent to the Fort Collins Aztlan Center at 200 Willow Street in Fort Collins, Colorado. The site is in a commercial area and comprises approximately 19 acres, which includes the Aztlan Center, the United Way Building, a park, soccer fields, playground, bike path, and parking areas. The site is bounded on the northeast by the Poudre River, on the northwest by a branch line of the Union Pacific Railroad, on the southwest by Willow Street, and on the southeast by Linden Street and Pine Street (Figure 1).

A former landfill of approximately 5 acres lies within the site boundaries. Previous investigations by Walsh Environmental Scientists and Engineers (Walsh) document landfill debris to be between 9 to 14 feet thick, covered by 1 to 3 feet of silty clay (Walsh 2001b). Little information is available about the contents of the landfill, and the exact date the landfill opened is not known. Aerial photographs reviewed during a phase 1 environmental site assessment (ESA) indicate the landfill was in operation by 1941 (Walsh 2001a). The landfill was not gated, and waste disposal at the landfill was not monitored for content. Open burning of wastes was conducted at the landfill until the early 1960s, when the landfill was closed using a cover of 1 to 3 feet of silty clay (Walsh 2001b; City of Fort Collins 2002).

Two buildings have been built on the former landfill. The Fort Collins Aztlan Center was built in 1973 and the United Way Building was built in 1985. Both buildings are equipped with methane monitoring systems. Each system has recorded incidences where methane alarms were triggered, but subsequent testing has proved negative for methane intrusion (Walsh 2001a).

The Poudre Valley Gas Company (PVGC) produced manufactured gas south of the site on Willow Street in the first three decades of the 20th century, until 1926. The plant manufactured gas from coal and possibly oil using a carburated water gasification method. Two gasholders (49.5 feet and 52 feet in diameter) were present at the site in the 1930s. The aboveground portion of the western gasholder was removed before 1941. The second gasholder is thought to have been removed in 1966 (Walsh 2001a).

Previous investigations have summarized analytical results for samples historically collected at the site. Methane gas surveys were conducted at the landfill for the City of Fort Collins in 1977 and 1979 by GeoTek, Inc. and Raymond Vail Associates, respectively. The 1977 survey reported methane concentrations ranging from 0.1 to 4.1

percent gas in 21 boring locations. The 1979 survey reported methane detections in four out of 27 boreholes. These detections ranged from 5 to 62 percent of the lower explosive limit (LEL) for methane (5 to 15 percent methane gas by volume). The greatest levels were found in the western portion of the landfill. Perimeter locations near residential, commercial, and industrial areas did not appear to be accumulating methane gas (Walsh 2001b).

The Colorado Department of Health and the Environment (CDPHE) reported that limited sampling of soil and groundwater occurred during construction of the United Way Building in 1985. Samples were analyzed for, and detected a variety of metals and semi-volatile and volatile organics (Walsh 2001b). Groundwater in and around the site was sampled in 1995 from monitoring wells MW-1, MW-2, and MW-3 (Figure 2). The sample from MW-1 contained approximately 3,600 micrograms per liter (μg/L) of naphthalene, 27 μg/L of benzene, and 1,400 μg/L of xylene and other hydrocarbons that may be associated with coal tar from the PVGC operations. MW-1 is located on the southern boundary of the former gas plant site. In addition, chromium was detected in groundwater in monitoring wells MW-1, MW-2, and MW-3 at concentrations ranging from 1,130 μg/L to 1,250 μg/L (Walsh 2001b).

In the late 1990s, an underground tank portion of the western gasholder used by PVGC was encountered during construction of the Burlington Northern Sante Fe railroad spur line (Stewart Environmental Consultants, Inc. [Stewart] 1996). The underground portion of the gasholder was 10.5 feet deep and filled with coal tar and tar-contaminated soil. The contents of this gasholder were removed in 1996 by the city, under the CDPHE Voluntary Cleanup Program. The intact underground portion of the gasholder was filled with clean soil and left in place. Rail lines now pass over the former location of the gasholder (Walsh 2001b; Stewart 1996). During the 1996 gasholder tank removal, contaminated soil to the west, south, and east of the gasholder were removed to depths of 3 to 4 feet below ground surface (bgs). In addition, three test pits were excavated at locations immediately south and east of the gasholder. Soil containing coal tar and creosote, as well as green- and blue-green-stained soil layers, were observed in these test pits. Coal tar and other organic compounds were also visible in groundwater encountered in the test pits. Contaminated soil deeper than 4 feet bgs and groundwater were not remediated as part of the gasholder removal (Walsh 2001b; Stewart 1996).

The City of Fort Collins installed two monitoring wells (MW-9 and MW-12) on its property on the north side of Willow Street (Figure 2). MW-12 is located down gradient of the location of the former gasholder and MW-9 is located 200 feet from MW-12, but not directly down gradient of the former gasholder. Groundwater samples from MW-12 contained levels of benzene in excess of Colorado state standards for groundwater as well as detectable concentrations of toluene, xylenes, and naphthalene. Groundwater samples from MW-9 contained naphthalene but no detectable benzene (Walsh 2001b). All of these polycyclic aromatic hydrocarbons are constituents consistent with those found in coal tar.

In 1998, the Larimer County Health Department collected a water sample at a depth of 9 feet bgs from a sanitary sewer excavation located on the south side of Willow Street, adjacent to the property owned by Schrader, which includes part of the former PVGC property. Tentatively identified compounds detected in this sample included potential coal tar constituents such as acenaphthylene, fluorene, phenanthrene, and substituted naphthalene (Walsh 2001b).

In 2001, Walsh drilled 11 boreholes (BTH-1 through BTH-11) and completed them as monitoring wells to evaluate the extent of contamination at the site (Walsh 2001b). Soil and groundwater samples were collected from these boreholes and analyzed for the presence of volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), polycyclic aromatic hydrocarbons (PAHs), total metals in soil, and dissolved metals in groundwater. PAHs were detected in groundwater samples from at least five of the wells, and VOCs were detected in soil samples from three locations (Walsh 2001b).

During the 2001 Phase I investigation contamination from the previous gas plant facility was found down gradient of the former PVGC plant on the Fort Collins Aztlan Center property (Walsh 2001b). The nature and extent of soil and groundwater contamination located on the site are described in several other reports completed by Walsh in 2001 and 2002 under the Fort Collins Downtown River Corridor Brownfields Pilot Assessment Program (Walsh 2001a, b; 2002a, b). Coal tar-related compounds, including benzene and naphthalene, were documented as being present at levels equal to or exceeding method reporting limits in soil and groundwater on the city's property. Detected contaminants were located primarily between the Fort Collins Aztlan Center, the United Way Building, and the previous location of the former eastern gasholder, south of Willow Street. A groundwater plume of potentially coal tar-related compounds was identified, extending north from Willow Street at least 500 feet onto city property (Walsh 2001a,b,c,d,e; 2002b).

Schrader Oil, the company that owns property that includes part of the previous location of the manufactured gas plant (Figure 1), is conducting ongoing monitoring and remediation as part of a Colorado Department of Labor and Employment (CDLE) Oil Public Safety (OPS) Corrective Action Plan resulting from a 1994 leaking underground storage tank (UST) and a gasoline groundwater plume documented on the southern portion of the Fort Collins Site and north of the Schrader facility (Paragon Consulting Group [Paragon] 2002).

In September 2002, a sheen was noticed on the Poudre River near the south bank, in line with the axis of the identified plume of potentially coal tar-related compounds. A sample of water and sheen were collected on September 24, 2002. Several PAHs were detected at low levels in the samples (Walsh 2003). URS Operating Services (UOS) collected a sample of the product from the bottom of the Poudre River on February 5,

2003. The product was black/dark brown and viscous, and appeared to have a high surface tension while under water. When disturbed, the non-aqueous phase liquid (NAPL) dispersed into an oily sheen that rose to the surface. Analytical results document that the product is chemically consistent with products associated with the PVGC plant (Walsh 2002b; UOS 2003a). Sample results also indicated the presence of both chlorinated solvents and pesticides. However, the results for these non-PAH constituents were heavily qualified and may or may not be entirely reliable.

In May 2003, EPA's Region VIII Brownfields program directed Tetra Tech to prepare and implement a field sampling plan (FSP) for the site. Tetra Tech performed a subsurface geophysical survey using electromagnetic technology to identify any potential pipes or other discharge points where direct discharge from up-gradient sources could have resulted in the free product discovered in the river. Results of the geophysical survey were used to select potential areas of concern at the site and to determine where soil borings should be advanced. Tetra Tech advanced 50 soil borings, installed 15 groundwater monitoring wells, and collected groundwater samples from the 15 newly installed and 17 existing groundwater monitoring wells. Tetra Tech also collected soil samples and product samples from the soil borings where contamination was observed. Analytical results revealed the presence of chlorinated solvents and many PAHs in groundwater beneath the site.

In late September 2003 the Brownfields Program requested that the Region VIII Removal Program conduct a Preliminary Removal Assessment of the Site, with the intent of eliminating the coal tar like substance from the Poudre River. A preliminary Assessment was conducted in October of 2003, confirming the presence of an actionable release. However, no cogent permanent Removal Plan could be formulated since the exact entry point and transport mechanism, nor definitive source, had yet been identified. Temporary steps had been taken by the City of Fort Collins to somewhat ameliorate the problem (installation of oil boom, posting of warning signs), but no permanent remedy was put in place.

In December 2003, under the direction of the EPA Removal Program, a series of three investigations were begun with a threefold purpose:

A) Determine the nature and extent of the black, oily non-aqueous phase liquid (NAPL) material, including mechanism of entry, in and around the Poudre River.
B) Identify more clearly the source(s) of the NAPL material including the nature and extent of the NAPL plume as well as its mechanism of transport.
C) Help provide adequate information to develop an appropriate removal action alternative which would remove the NAPL material from the Poudre River as well as eliminate the future transport of material to the River.

The first investigation was undertaken on behalf of PSCo by the RETEC Group, Inc (RETEC) from December 2003 through May 2004, pursuant to an earlier AOC (Docket Number: CERCLA-08-2004-0005). It involved diverting the Poudre River to allow for the installation of several exploratory trenches, bore holes, and monitoring wells in the Riverbed, and areas immediately adjacent to the River. This effort documented the presence of NAPL along an approximately 200' by 40' stretch in the alluvial sediments of the River. Underlying this, NAPL was detected along an approximately 500' stretch, at various depths, in fractures in the bedrock underneath the River. The entry of NAPL into the River was observed to be from the bedrock into the alluvial sediments, with no apparent contribution from the adjacent landfill. There are two reports that discuss these findings in great detail in the Administrative Record for the Site (RETEC, September 8, 2004; Tetra Tech September 8, 2004)

The second investigation was performed by EPA's contractor Tetra Tech, from May of 2004 through August 2004. This effort involved the installation of soil gas monitors, bore holes, and monitoring wells in the area on the Site between the Poudre River and Willow Street. The thrust of this investigation was to link the NAPL found in and underneath the River by the PSCo investigation to an up-gradient source. This would also serve to delineate the pathway(s) the NAPL was traveling. Depending on the location and findings the bore holes and wells were installed through the former landfill and/or alluvial sediments into the bedrock underneath.

This second investigation found no evidence that any manufactured gas plant waste had been disposed of in the former City landfill, and no evidence that the landfill was the source of the NAPL in the Poudre River. The investigation did link the contamination back to the area of the former PVGC Plant. Specifically, an approximately 1.5' thick by 150' wide layer of NAPL was found in the alluvial sediments directly on top of the bedrock in the vicinity of the former PVGC Plant along Willow Street. This layer continues in the alluvial sediments toward the Poudre River (i.e. toward the northeast) underneath the Aztlan Center Parking lot, dipping underneath the former landfill. Closer to the River the NAPL moves down into the bedrock, becoming wider and deeper, following fractures and bedding plains in the bedrock. When the NAPL is within approximately 300' feet of the River it is found entirely in the bedrock, with no NAPL found in the alluvium directly underneath the landfill. A plan view of the NAPL plume can be found in Figure 2, while Figure 3 provides a conceptual model for the NAPL movement in the various lithographic layers at the Site. A complete report on the findings of this investigation can be found in the Site Administrative Record (Tetra Tech, November 2004).

The third investigation was conducted on behalf of Schrader Oil by Paragon Consulting, Inc. (Paragon) during August 2004, pursuant to an AOC (Docket Number:

CERCLA-08-2004-14). This investigation was designed to determine the extent of MGP waste remaining on the former PVGC Plant, which is now owned by Schrader. A series of soil samples, bore holes, and monitoring wells were installed on the Schrader property. Although the investigation did discover coal tar contaminants and some residual NAPL, there was no evidence of a large scale disposal area remaining on the property.

2. Physical Location/Site Characteristics

The Poudre River Site is located on the Poudre River adjacent to the Fort Collins Aztlan Center at 200 Willow Street in Fort Collins, Colorado. The Site is in a commercial area and comprises approximately 19 acres, which includes the Aztlan Center, the United Way Building, a park, soccer fields, playground, bike path, and parking areas. The site is bounded on the northeast by the Poudre River, on the northwest by a branch line of the Union Pacific Railroad, on the southwest by Willow Street ,and on the southeast by Linden Street and Pine Street (Figure 1). There are a few private residences adjacent to the Site along Willow Street. To the east of the Poudre River, adjacent to its banks, is a natural preservation area maintained by the City of Fort Collins. A former landfill of approximately 5 acres lies within the site boundaries. Two buildings have been built on the former landfill. The Fort Collins Aztlan Center was built in 1973 and the United Way Building was built in 1985.

The Poudre River runs along the eastern boundary of the site and generally flows in a south eastern direction. The river in the area of the site has meandered significantly over time, as evidenced by Sanborn maps of the site collected as part of the phase I (Walsh 2001a). Ox-bows or riverbank and channel deposits took on very different configurations over time prior to the placement of the landfill and could have represented points of discharge for materials leaving the PVGC plant. A review of additional Sanborn maps from various times after the PVGC plant was in place indicate that the river continued to migrate over time and likely deposited many differing configurations of river sand bars and islands prior to the beginning of landfill operations in the 1930's. These perturbations in the river's path could represent preferred pathways for the migration of contaminants from up-gradient source areas, beneath the landfill, to the river.

Depth to groundwater at the site ranges from 10 to 15 feet bgs with the saturated zone underlain by a confining layer of Pierre Shale bedrock. Groundwater generally flows in a northeast/east direction across the site. Based on discussions with the various interested parties and the City of Fort Collins, it does not appear that there are any beneficial uses of groundwater in the area that could potentially be impacted (Tetra Tech 2003).

3. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

As discussed in Section II.A.2 above the release of hazardous substances has been documented at several locations, in various environmental media, at the Site. Coal tar like product, containing a variety of PAH constituents (e.g., xylene, napthalene), has been observed in the soils at the PVGC Plant, in the ground water underneath the closed landfill, and in the sediments of the Poudre River itself. A soluble phase plume of ground water containing related contaminants has also been identified emanating from the PVGC plant and moving underneath the landfill toward the Poudre River. The sampling investigations have also identified chlorinated organic constituents in the groundwater beneath the landfill as well. When disturbed, the viscous non-aqueous phase liquid disperses into an oily sheen through the water column to the surface of the river. Analysis of these materials indicate the presence of high levels of the same organic compounds described above. A complete library of the various studies from which this information came can be found in the Site Administrative Record.

4. NPL status

The Site is currently not on, nor is it proposed for the National Priorities List (NPL). It is not anticipated that an NPL listing will be necessary for this Site.

B. Other Actions to Date

1. Previous actions

In the late 1990s, an underground tank portion of the western gasholder used by PVGC was encountered during construction of the Burlington Northern Sante Fe railroad spur line (Stewart Environmental Consultants, Inc. [Stewart] 1996). The underground portion of the gasholder was 10.5 feet deep and filled with coal tar and tar-contaminated soil. The contents of this gasholder were removed in 1996 by the city, under the CDPHE Voluntary Cleanup Program. The intact underground portion of the gasholder was filled with clean soil and left in place. Rail lines now pass over the former location of the gasholder (Walsh 2001b; Stewart 1996). During the 1996 gasholder tank removal, contaminated soil to the west, south, and east of the gasholder were removed to depths of 3 to 4 feet below ground surface (bgs). In addition, three test pits were excavated at locations immediately south and east of the gasholder. Soil containing coal tar and creosote, as well as green- and blue-green-stained soil layers, were observed in these test pits. Coal tar and other organic compounds were also visible in groundwater encountered in the test pits. Contaminated soil deeper than 4 feet bgs and groundwater were not remediated as part of the gasholder removal (Walsh 2001b; Stewart 1996).

Shortly after the discovery of the NAPL material in the Poudre River the City of Fort Collins placed warning signs and restricted access to the affected portion of the River. In addition, an oil sorbent boom was placed downstream from the area where the NAPL was seen in order to limit the migration of the NAPL material.

2. Current actions

Other than the investigations discussed earlier in this Action Memorandum, and the previous actions discussed earlier, no work is on-going at this time.

C. State, Local and Other Authorities' Roles

Both the State of Colorado and the City of Fort Collins will remain active in the planning and execution of the work described herein. The City of Fort Collins has participated in the development and review of the scope of work covered under this action and is a signatory to the AOC.

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

A. Threats to Public Health or Welfare

With this information for background, the following is a discussion on the criteria used to determine the need for a Removal Action found in the National Contingency Plan at 40 CFR 300.415(b)(2) that relate to the conditions now found at the Poudre River Site in Fort Collins, Colorado. The evaluation of these factors demonstrates that the conditions at the Site may present an imminent and substantial threat to public health or welfare. Conditions at the Site meet the criteria for initiating a Removal Action under Section 300.415(b)(2) of the NCP. It should be noted that while all the factors in Section 300.415(b)(2) were considered, only those deemed directly relevant are discussed below:

1. ***300.415(b)(2)(i) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances:*** The tarry material found in the Poudre River contains a wide variety of PAHs, including but not limited to napthalene, acenaphthylene, fluorene, and phenanthrene. These CERCLA hazardous substances are known human carcinogens and pose a variety of sub-lethal dermal effects, such as chloracne. This section of the Poudre River is adjacent to the Aztlan Community Center, a United Way Daycare Center, a recreational bike/jogging path, and a nature trail. There are several residences and businesses within 1/4 mile. The Poudre River is also used by recreational fishermen. All this results in heavy foot and bike traffic in the immediate vicinity of the area where the tarry black substance has appeared in the river. One of the

residents has reported to the City of Fort Collins that their children played directly in the vicinity of the affected streambed prior to the warnings posted by the City. This land use could result in either direct contact with the material, or in the inhalation of the vapors released to the atmosphere when the material is disturbed, or the water level in the Poudre River is low.

2. ***300.415(b)(2)(ii) Actual or potential contamination of drinking water supplies or sensitive ecosystems:*** Although there are no drinking water intakes in the immediate vicinity of the affected area at this time, the Poudre River does supply drinking water to downstream water users.

3. ***300.415(b)(2)(v) Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released***: High flow conditions in the Poudre River, such as during the Spring snow melt, would tend to scour the tarry material off the river bottom and move it down stream. This has been observed even when the River flow is relatively low.

4. ***300.415(b)(2)(vii) The (lack of) availability of other appropriate federal or state mechanisms to respond to the release***: No other local, state, or federal agency is in the position or has the resources to independently implement an effective response action to address the on-going threats presented at the site. EPA will coordinate these actions with state and local authorities.

B. Threats to the Environment

The following is a discussion on the criteria used to determine the need for a Removal Action found in the National Contingency Plan at 40 CFR 300.415(b)(2) that relate to the conditions now found at the Poudre River Site in Fort Collins, Colorado. The evaluation of these factors demonstrates that the conditions at the Site may present an imminent and substantial threat to the environment and meet the criteria for initiating a Removal Action under Section 300.415(b)(2) of the NCP. It should be noted that while all the factors in Section 300.415(b)(2) were considered, only those deemed directly relevant are discussed below:

1. ***300.415(b)(2)(i) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances:*** The tarry material found in and on the sediments of the Poudre River is available for direct contact with fish, aquatic or piscivorus birds (such as ducks or Kingfishers), and a variety of mammals. The concentration of PAHs found in the tarry material in the River exceed State and NOAA standards for freshwater sediments. In addition to its innate toxicity, the tarry material would have a similar effect on the feathers and protective oils of waterfowl as would petroleum hydrocarbons and/or oil. Ducks and other birds have been observed directly contacting the tarry material, even producing the sheen that results when the material is mechanically disturbed. The PAHs also have a tendency to bio-accumulate within the

food chain.

2. ***300.415(b)(2)(ii) Actual or potential contamination of drinking water supplies or sensitive ecosystems:*** This affected section of the Poudre River provides habitat for a wide collection of migratory birds and other waterfowl, as well as for a variety of species of fish. The area is adjacent to the Gustav Swanson Natural Area and has collectively provided a natural ecosystem within the city limits of Fort Collins. Migratory birds and waterfowl have been observed directly contacting the NAPL material. Although a full ecological assessment of the impacted area has not been done, it is reasonable to conclude that the material has had, and will continue to have, a negative impact on the riverine sediments and water quality in the area. Thus, the presence of the tarry material has a negative effect on the quality and health of this ecosystem.

IV. ENDANGERMENT DETERMINATION

Actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the Removal Action outlined in this Action Memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.

V. EXEMPTION FROM STATUTORY LIMITS

The costs incurred in implementing the Removal Action outlined in this Action Memorandum will be incurred pursuant to Section 106 of CERCLA by the Respondents to the AOC. As such, none of the costs incurred through this action are subject to the statutory limits found in the NCP at 40 CFR 300.415(b)(5).

VI. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

The proposed actions for this Site are discussed in detail in the Removal Action Plan (RAP, see Attachment 1) and associated designs largely developed by RETEC on behalf of PSCo, with input from all the signatories to the Removal Action AOC. The RAP, 60% Design, the 90% Design, a formal Alternatives Evaluation, and all comments by the various parties on these documents have been included in the Site Administrative Record. Hence, only a brief description of the conceptual approach to the Removal Action will be included here. The proposed Removal Action is designed to accomplish two things:

a. Remove the vast majority of contaminants found in, and directly

underneath, the riverbed, so as to minimize the release of the hazardous substances found in the NAPL into the Poudre River.

b. Prevent the migration of additional NAPL into the River in the future.

To accomplish these objectives the Poudre River will be dammed and diverted around the work area. The alluvial sediments and bedrock containing visible NAPL along this section of the Poudre will be excavated and sent off-site for proper disposal. During this activity all water from with the work area will be pumped into a on-site water treatment system.

Concurrent with the excavation of the contaminated River sediments and underlying bedrock a vertical barrier will be installed through the alluvium into the bedrock along an approximately 600' long stretch on the southwestern bank of the River. The vertical barrier will consist of a sheet pile wall fronted by a french drain system that will allow for hydraulic control of the NAPL and Site ground water. The hydraulic controls will be used to ensure that no NAPL is escaping around the sheet pile wall, and will include the capacity for NAPL collection. Water and/or NAPL collected via the hydraulic control system will be treated on-site and discharged back into the Poudre River.

Following the completion of the excavation and installation of the vertical barrier the area will be restored, and flow returned into the normal River channel. Appropriate post construction operation, monitoring, and maintenance will be implemented and remain in place for as long as needed.

2. Contribution to remedial performance

Not applicable

3. Description of alternative technologies

The document "Removal Action Alternatives Evaluation Report" found in the Site Administrative Record includes a discussion of all the alternative technologies considered for use in this project.

4. EE/CA

Not Applicable.

5. Applicable or relevant and appropriate requirements (ARARs)

A discussion of potentially applicable or otherwise appropriate and relevant requirements can be found in Attachment 2.

6. Project Schedule

Site preparation has already begun for PSCo's work on the Poudre River. In order to avoid maintaining the river diversion during the high flows of the Spring snow melt the excavation and installation of the vertical barrier will need to be completed by April 1, 2005. It is anticipated that some restoration activities, such as re-vegetation, will extend into early Summer. An schedule of major milestones for Site activities is included in the RAP.

7. Estimated Costs

Excluding previous costs incurred during the investigation phase of this project PSCo has estimated the net present worth of this Removal Action, including a 30 year period for operation and maintenance, at approximately $8,800,000. For this phase EPA oversight costs (including contractors) should be under $125,000. EPA's direct cost associated with this will be under $15,000.

VII. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Delayed action will continue to allow the unfettered migration of the tarry material/NAPL into the Poudre River. This will increase the risk to public health or welfare, and the environment.

VIII. OUTSTANDING POLICY ISSUES

None.

IX. ENFORCEMENT

A confidential summary of the Enforcement Actions is included under separate cover.

X. RECOMMENDATION

This decision document represents the selected approach for a thorough Removal Action for the Poudre River Site in Fort Collins, Larimer County, Colorado. The Removal Action has been developed in accordance with CERCLA as amended, and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Conditions at the Site meet the NCP §300.415(b) criteria for a Removal Action. The EPA costs for oversight of these Removal Actions will be approximately $125,000, with the remainder of the clean-up costs borne by the signatories to the AOC.

Approve: _____ Date: 11/18/04
Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection and Remediation

Disapprove: _____ Date: _____
Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection and Remediation

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Attachment 2	ARAR Discussion

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Support/reference documents which may be helpful to the reader and/or have been cited in the report may be found in the Administrative Record File at the Superfund Records Center for Region VIII EPA, 999 18th Street, Denver, Colorado 80202.

Attachment 1
Poudre River Removal Action Plan

Removal Action Plan

Poudre River Site
Fort Collins, Colorado

Prepared by:

The RETEC Group, Inc.
2409 Research Blvd., Suite 106
Fort Collins, Colorado 80526

RETEC Project Number: XCEL1-18338-325

Prepared for:

Public Service Company of Colorado d/b/a XCEL Energy
4653 Table Mountain Drive
Golden, Colorado 80403

October 26, 2004

Removal Action Plan

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Prepared for:

Public Service Company of Colorado d/b/a XCEL Energy
4653 Table Mountain Drive
Golden, Colorado 80403

Prepared by:

_____
Judith A. Hazel, Environmental Engineer

Reviewed by:

_____
Dennis Alexander, Project Manager

_____
Chris Haas, Senior Project Advisor

October 26, 2004

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List of Acronyms

AOC	Administrative Order on Consent
BFE	Base Flood Elevation
CDPHE	Colorado Department of Public Health and the Environment
cfs	cubic feet per second
City	City of Fort Collins
DNAPL	dense nonaqueous phase liquid
DOT	U.S. Department of Transportation
DZ	Decontamination Zone
EPA	U.S. Environmental Protection Agency
EZ	Exclusion Zone
ft	feet
HASP	Health and Safety Plan
HDPE	high density polyethylene
HEC 2	Hydrologic Engineering Center version 2
LNAPL	light nonaqueous phase liquid
LOMAR	letter of map revision
NAPL	nonaqueous phase liquid
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Health and Safety Administration
PAHs	polycyclic aromatic hydrocarbon
POTW	Publicly Owned Treatment Works
PPE	personal protective equipment
PSCo	Public Service Company of Colorado
RAO	Removal Action Objectives
RAP	Removal Action Plan
RETEC	The RETEC Group, Inc.
SCM	Site Conceptual Model
SOW	Statement of Work
SZ	Support Zone
USGS	United States Geological Survey
VCUP	Voluntary Cleanup Program
VOCs	volatile organic compounds

1 Introduction

The purpose of this document is to present a Removal Action Plan (RAP) for the Cache la Poudre River (Poudre River) site, in Fort Collins, Colorado (site). The location of the site is shown on Figure 1-1. This RAP has been prepared by The RETEC Group, Inc. (RETEC) on behalf of Public Service Company of Colorado (PSCo) d/b/a Xcel Energy. The report is organized as follows:

- Section 1 provides the introduction and purpose, along with project background and objectives.
- Section 2 describes the Removal Action Objectives (RAO) and presents general site information.
- Section 3 presents regulatory requirements relevant to implementation of the remedy at the site.
- Section 4 presents the project work description.
- Section 5 presents the processes and procedures for the planned site work.
- Section 6 discusses the air monitoring program for the site.
- Section 7 presents the water treatment system confirmation sampling plan.
- Section 8 presents the reporting procedures.
- Section 9 presents the project schedule.
- Section 10 provides references.

1.1 Project Background

The site is located in the downtown river corridor in Fort Collins, Colorado (Figure 1-1). The site consists of the property bounded by the Poudre River, the former Poudre Valley Gas Plant adjacent to Willow Street, Linden Street, and the railroad trestle by College Avenue. The former Poudre Valley Gas Plant consisted of a manufactured gas plant (MGP) that was operated from approximately 1905 to the 1920s. A bulk fuel plant and retail facility have been operated by Schrader Oil Company on the former MGP. A small natural gas regulator station, owned by PSCo, is also located on the former MGP property. Adjacent to and downgradient of the property is a former uncontrolled City landfill (open burn dump), now the location of the Fort Collins Aztlan Community Center (building and adjacent athletic fields) and

the United Way Building. The Poudre River lies adjacent to the former landfill.

In September 2002, a nonaqueous phase liquid (NAPL) sheen was observed by City officials on the Poudre River north of the Aztlan Community Center. The NAPL sheen was documented on the water surface during a drought period, when the river flow was at near historic lows. At that time, a large portion of the riverbed was exposed, and the river area adjacent to the City's former landfill became essentially a large, shallow pool with limited surface water flow.

Limited evaluations of the NAPL sheen, in the form of groundwater and surface water sampling events, were performed by the City (November 2002) and the U.S. Environmental Protection Agency (EPA) (February 2003). During normal flows in summer 2003, the NAPL sheen was not apparent. In September 2003, the NAPL sheen was observed in the same location, again under extremely low flow conditions. Subsequent inspection of the sheen area revealed the presence of NAPL on top of the sediment. The NAPL produces a sheen when disturbed.

Previous investigations have been conducted by various parties, including the City and EPA under the Targeted Brownfields Program, to characterize environmental impacts and evaluate potential sources of the sheen on the river. However, all potential sources have not been conclusively excluded. An investigation following the Non-Aqueous Phase Source Investigation Work Plan (Work Plan) (Tetra Tech, 2004), developed by EPA, was implemented between January and April 2004 by PSCo. The results of the investigation revealed the presence of NAPL in riverbed sediments and in bedrock fractures beneath the riverbed along several hundred feet (ft) of the river. An additional investigation conducted by EPA indicated NAPL present in bedrock and alluvial sediment beneath the former landfill and Aztlan Community Center areas.

In a meeting with the EPA and the stakeholders (PSCo, the City of Fort Collins, and Schrader Oil) on April 30, 2004, EPA agreed that PSCo take the lead in moving forward with a project to address the presence of NAPL in the Poudre River pursuant to a second AOC or other agreement. The technical options for project scope were presented to EPA in a meeting on May 21, 2004. A draft Statement of Work (SOW) was then prepared dated July 8, 2004 (RETEC, 2004b) that was based upon the project scope presented to EPA. A Removal Action Alternatives Evaluation (RAAE) was then conducted (RETEC, 2004c) in accordance with the draft SOW. The RAAE report presents the evaluation and the selected remedy for the site. The alternative selected in the RAAE and approved by the EPA and the stakeholders was Alternative 5. This alternative includes sediment/bedrock removal within the river, vertical physical containment and vertical hydraulic

containment at the riverbank, water treatment and discharge, and institutional controls. The removal action design (design), which will provide details on the components of the removal action, is currently in preparation.

1.2 Project Objectives

The primary removal action project objectives are to minimize/mitigate the potential for NAPL to migrate into the Poudre River by focusing on the NAPL present in bedrock and sediments. A set of non-numerical RAOs were developed for the site as a qualitative basis of remediation. Site RAOs were presented in the SOW (RETEC, 2004b) and the RAAE report (RETEC, 2004c). Project work will be performed according to guidance from the EPA Region 8 Emergency Response Program.

The RAOs agreed to by PSCo and EPA include:

- Protect future on-site workers or recreational users
- Allow for anticipated future brownfield development
- Prevent migration of NAPL into the riverbed
- Prevent discharge of NAPL to surface water
- Remove accessible NAPL impacted shallow sediment from riverbed.

The remedy will not address current surface water impacts, impacted material in the landfill, or the entire extent of potential NAPL source material at the site, including that beneath and adjacent to the river. Implementation of the removal action alternative will contribute to removal of petroleum and solvent impacts in the vicinity of the work area. However, the removal of these impacts is not a primary objective of the removal action.

No numerical RAOs were developed; therefore, dissolved phase constituents will not be discussed or addressed by the selected removal action alternative. However, for treatment of water generated as a part of the alternative, dissolved phase constituents will be addressed.

2 Site Description and Removal Action Objectives

This section provides a description of the site and general site conditions including a summary of the area history, site geology and hydrogeology, and nature and extent of impacted media. NAPL migration pathways are also discussed.

2.1 Site Use

A summary of site history is provided in the RAAE Report (RETEC, 2004c) (Figure 2-1). The Poudre Valley Gas Company operated a coal gasification plant on the southern portion of the site between approximately 1905 and 1925-1926. The plant reportedly utilized carbureted water gas and coal carbonization processes to produce gas for the City.

The plant ceased operation sometime between the arrival of natural gas to the City in December 1925 and the subsequent acquisition of the assets of the Poudre Valley Gas Company by PSCo in August 1926. People and entities associated with Schrader Oil acquired a portion of the gas plant property in 1974. PSCo still owns a very small portion of the gas plant property and operates a natural gas regulator station on the property.

Schrader Oil has operated a petroleum bulk plant on the gas plant property. Operations include the storage and distribution of petroleum fuels. In 1994, a 20,000-gallon unleaded gasoline tank failed a tightness test, indicating a release of petroleum products. This release is currently being addressed under a Corrective Action Plan approved and monitored by the Colorado Department of Labor and Employment, Division of Oil and Public Safety. Other industrial and commercial operations (i.e., Giddings Machine Shop, etc.) have historically been in operation in the vicinity of the river.

A City landfill operated between Willow Street and the Poudre River during the mid 1900s. Waste was openly dumped and burned in the landfill until the early 1960s. The landfill operations subsequently ceased and soil was spread over the area. The former landfill area now functions as a park, with a paved multiple use recreational path that runs parallel to the river. Two community buildings, the Aztlan Community Center (built in 1973) and the United Way Building (built in 1985), were constructed on the former landfill property.

2.2 Site Conditions

The site is a commercial, general industrial, and recreational river corridor near downtown Fort Collins. The Poudre River is situated adjacent to the northeast perimeter of the former City landfill. River flows are subject to dramatic fluctuations through the year due to runoff from the Rocky

Mountains, precipitation events, and withdrawals by municipalities and other water users. To the north of the river is the Gustov Swanson Natural Area. Numerous utilities (i.e., gas, electrical, sewer, and water lines) are located on the site.

2.2.1 Regional Geology and Hydrogeology

The upper Cretaceous Pierre Shale, a marine olive-gray siltstone, shale, and sandy shale 5,000 to 8,000 ft thick, underlies the site area. Portions of the Pierre Shale contain bentonite layers, limestone beds and, within the investigation area, interbedded sandstones (Shelton and Rogers, 1987).

The surficial geology consists of silt and loess deposits on flat lying areas with valley fill deposits of gravelly alluvium. Groundwater production in the region is greatest from the valley-fill deposits and ranges from 25 to 1,000 gallons per minute (gpm). By comparison, groundwater production from Pierre Shale is generally less than 5 gpm (Shelton and Rogers, 1987). Regional groundwater flow is generally to the east and generally parallels drainages. The Poudre River forms a surface water and alluvial groundwater divide across the area.

The following provides key points of site geology and hydrogeologic observations:

- Groundwater flow in the alluvium and the slope of the bedrock potentiometric surface are generally to the northeast.
- The alluvial aquifer and the Pierre Shale are hydrologically connected to the Poudre River, which acts as an alluvial regional groundwater divide.
- The Pierre Shale includes an upper zone of weathered material exhibited by bedrock fractures. Fracture density decreases with depth into the competent bedrock.
- Regional joint sets (fractures observed in bedrock outcrops) in the Pierre Shale measured in the vicinity of the site trend north-south.
- During low flow in the river (generally less than 50 cfs) an upward vertical gradient exists between the Pierre Shale and the alluvial aquifer.
- The bedrock surface generally slopes from Willow Street to east of the Aztlan Community Center and is bounded by a bedrock high to the southeast. Continuing northeast, the bedrock surface is relatively flat to the other side of the present day Poudre River channel.

- Data collected from recently completed additional soil borings coincide with previous observations of the bedrock surface; bedrock slopes downward to the north away from the former MGP plant and flattens under Aztlan parking lot.

2.2.2 Surface Water Characteristics

The modern channel of the Poudre River flows from northwest to southeast adjacent to the former landfill in a single controlled channel. The channel is approximately 50 ft wide and is lined with concrete riprap in some areas to prevent bank erosion and channel migration. In the investigation area, there is a relatively steep bank approximately 20 ft high above the river on the southwest side with exposed landfill debris. The bank along the Natural Area is approximately 10 ft high. The riverbed is comprised of coarse grained sands, gravels, and cobbles ranging in the thickness from 1 to 7 ft. Pierre Shale (bedrock) underlies the alluvium at the site. Historical documents indicate the Poudre River channel has meandered within the floodplain over the past century. The river channel was located at the area now occupied by the landfill through at least 1948, based on City information. The current Poudre River channel was established in the 1950s.

Flow rates for the Poudre River in Fort Collins are primarily controlled by seasonal runoff, precipitation, and releases from upstream reservoirs to satisfy downstream agriculture and municipal demands. The highest flow rates are observed during late spring to summer with low flow conditions occurring through the fall and winter.

2.3 Designation of Media

The designation of media to be addressed by the selected removal action alternative is based on site RAOs (Section 1.2) and the nature and extent of NAPL impact at the site. The nature and extent of NAPL impact at the site has been defined by previous investigations and is discussed in the *Completion Report Non-Aqueous Phase Source Investigation* (Completion Report) (RETEC, June 2004a).

2.3.1 Site Conceptual Model Summary

The site conceptual model (SCM) was prepared and presented in the Completion (RETEC, 2004a). The SCM includes a discussion of the nature and extent of impacted media as well as a conceptual diagram of the NAPL distribution. Results of additional investigation work are incorporated into the summary of the SCM in this Section.

2.3.1.1 NAPL Observations

The combined results of the drilling activities demonstrate that indications of NAPL presence are observed from the area near Willow Street to the Poudre

River. Evidence of NAPL was observed at the former Poudre Valley Gas Plant. In the area of the Aztlan Community Center parking lot, indications of NAPL are observed in a relatively narrow area bounded to the southeast by a bedrock topographic high. The NAPL under the parking lot is present almost exclusively at the base of the alluvium and in fractures within the top portion of the weathered bedrock. Between the parking lot and the river, indications of NAPL are observed in a thin zone in bedrock fractures; no NAPL is observed in the overlying alluvium. NAPL was observed in bedrock and alluvial sediments near the railroad trestle and in bedrock fractures in the Natural Area.

2.3.1.2 SCM Conclusions

Physical observations and chemical data indicate NAPL is concentrated beneath the river.

- Vertical and horizontal gradients fluctuate with seasonal changes in river stage and likely control the presence and distribution of NAPL beneath the riverbed.

- The bedrock drilling investigation provided significant data to characterize the extent of NAPL at the site. However, the presence or absence of specific upgradient sources, potential transport mechanisms, and the rate of NAPL flow, if occurring at all, remains undefined. Specifically, at the MGP site, a thickness (head) of free NAPL sufficient to mobilize NAPL across the site to the river has not been observed.

- The question of whether the NAPL and groundwater system are at equilibrium, remains undefined.

- Groundwater at the site has been impacted by VOCs (including BTEX and MTBE), PAHs, and solvent constituents.

2.3.2 Media Designation

Designation of media was based on site RAOs and presented in the RAAE report (RETEC, 2004c). The following is a list of site-specific media:

- Surface Water
- Groundwater
- Sediment
- Soil
- Bedrock
- Landfill Debris

Based on the defined site RAOs, free-phase NAPL (NAPL) is designated and referred to as the primary material of interest at the site. The remedy will be designed to prevent NAPL from migrating to the Poudre River from the above listed media.

2.4 NAPL Migration Pathways to River

Based on the investigations conducted at the site, four potential pathways for NAPL to migrate to the river have been identified and agreed upon by PSCo and the EPA. The removal action for the site was chosen based on its ability to prevent NAPL present in the Aztlan area subsurface at the site to migrate to the river via these pathways. The potential migration pathways are as follows:

Pathway 1. NAPL present in the alluvium deposits beneath the river migrates to the surface under hydraulic forces including upward gradient from bedrock and horizontal gradients from alluvium groundwater and surface water.

Pathway 2. NAPL present in the bedrock beneath the river migrates upward due to vertical hydraulic gradients and discharges to surface water.

Pathway 3. NAPL present in the alluvium beneath the landfill migrates horizontally along the bedrock interface and discharges to the surface water.

Pathway 4. NAPL present in the bedrock beneath the landfill and the nature area migrates horizontally through fractures and bedding planes and discharges to surface water.

3 Appropriate, Relevant, Applicable Requirements (ARARs)

This project is under the jurisdiction of EPA Region 8. Project work will be performed according to guidance from the EPA; therefore, any designated ARARs will be approved and regulated by the EPA. The removal action at the site will be conducted in general accordance with the provisions of relevant local, state, and U.S. federal regulations unless otherwise waived or superceded by the EPA.

Regulations that may be applicable to the removal action activities at the site include waste requirements, air and water pollution control requirements, worker safety requirements, and transportation requirements. Other requirements for site work may include Publicly Owned Treatment Works (POTW) or National Pollution Discharge Elimination Systems (NPDES), Federal Emergency Management Agency (FEMA) g, and railroad permitting as well as property access agreements. In addition, City codes will be followed as necessary (e.g., for site electrical service, stormwater management, etc.).

3.1 Non-Hazardous Waste Requirements

Waste will be generated during this removal action. Waste streams generated during the previous NAPL Investigation were profiled as non-hazardous, and were disposed of at approved non-hazardous waste landfills. For the removal action activities, profiling will be performed, but it is assumed that all waste streams will be classified as non-hazardous.

3.2 Hazardous Waste Requirements

Although waste streams generated during the previous NAPL Investigation were profiled as non-hazardous, Federal Resource Conservation and Recovery Act (RCRA) regulations will be followed for work involving potential hazardous waste.

3.3 Air Quality Requirements

Air quality requirements for workers are governed by OSHA, and ambient air quality requirements are governed by the CDPHE. Air monitoring and air sampling activities will be conducted to:

- Maintain worker health and safety as required by OSHA
- Confirm that levels of constituents in ambient air are not exceeding standards beyond the work zone fenceline.

3.4 Occupational Safety and Health Requirements

40-hour OSHA HAZWOPR training will be required for all site-workers with the exception of truck drivers and surveyors. Truck drivers will be oriented on the Site-Specific Health and Safety Plan (HASP), no other training will be required provided that all out of cab activities are restricted to tarping of loads, necessary vehicle inspections, and signing manifests. Surveyors will receive 40-hour training only if their activities require potential exposure to impacted materials.

Railroad training will be required if operations are modified to include work within the railroad right-of-way and during construction of the temporary access crossing.

3.5 Transportation Requirements

The DOT regulates transportation of hazardous materials. Material requiring transportation and disposal will be dewatered or stabilized, as needed, so that it does not contain free liquids prior to transportation. The soil and debris transported to the landfill is not anticipated to be a hazardous material according to DOT regulations.

If excavated material is determined to be a characteristic hazardous waste, it will be transported in compliance with all applicable laws and regulations as summarized in Section 3.1.2.

Other materials that may be transported off-site include debris such as concrete, wood, or metal as well as water line piping. These materials will not be hazardous materials according to DOT regulations, and transportation will be documented by an official waste manifest.

3.6 POTW

Treated water from site operations may be discharged to the POTW. The EPA supercedes any permit or discharge authorization requirements for discharge to the POTW. Coordination with the EPA and the City of Fort Collins will be conducted prior to discharging treated water from the on-site water treatment system to the local POTW. Discharge criteria may include discharge limits, effluent sampling frequency, and permissible effluent concentrations as well as reporting requirements. A water substitute supply plan will also be provided.

3.7 NPDES

Treated water from site operations may be discharged to the Poudre River. The EPA supercedes requirements for an NPDES permit or agreement.

Discharge criteria will be coordinated with the EPA prior to discharging treated water from the on-site water treatment system to the river. The criteria will include discharge limits, effluent sampling frequency, and permissible effluent concentrations as well as reporting requirements. ARARs relevant to surface discharge concentration goals of treated water from the Removal Action (both short term and long term) have been defined and are presented in Table 3-1.

3.8 FEMA

The EPA supercedes requirements for FEMA permitting. Site removal action activities will involve disturbance of the floodplain in the vicinity of the Poudre River. Prior to commencing site activities the City's Floodplain Administrator will be contacted and FEMA will be notified. Following completion of construction, a letter of map revision (LOMAR) will be prepared indicating as-built floodplain elevations and submitted to the City and FEMA.

3.9 Railroad Access

Site removal action activities may include work in the vicinity of the railroad trestle (Figure 2-1) at the site boundary on the upstream end of the work area. The trestle is owned by The Burlington Northern and Santa Fe Railway Company (BNSF). If work is to be conducted within 25 feet of the centerline of the tracks, access agreements will be prepared and appropriate measures will be taken for worker safety. In addition, site access through City property and across a railroad spur is currently under evaluation. The railroad spur is property of OmniTRAX. If site access includes crossing this spur, an access agreement will be obtained from OmniTRAX and a temporary railroad crossing will be constructed.

3.10 Access Agreements

The project site is owned by the City. Access agreements between PSCo and the City are currently in progress. RETEC's work activities will be included within the negotiated access agreement.

3.11 Electrical

Electrical services shall be supplied to the site (water treatment system, office, etc.) in accordance with local, state, and federal electrical codes.

3.12 Stormwater

A formal construction stormwater permit will not be required per EPA. A general stormwater pollution prevention plan (SWPPP) may be prepared in accordance with local and state requirements and followed during

construction activities. Erosion and sediment controls will be designed and implemented in accordance with state and local guidelines at the site to prevent adverse impacts resulting from stormwater runoff.

3.13 Well Installation and Abandonment

A notice of intent for drilling and well construction will be filed by RETEC with the Colorado State Engineers office (CSEO) and approved prior to drilling activities. The notice is required to obtain approval to drill observation borings or to construct monitoring wells. All monitoring well installation and abandonment activities will be conducted in accordance with Colorado regulations.

3.14 Permits Waived

The following permits have been waived based on consultation with the appropriate agencies and evaluation of the permits applicability to the removal action alternative that is being implemented at the site:

- Army Corps of Engineers permit submittals
- Fish and Wildlife submittals
- Building permits

4 Project Work Description

The overall project work tasks for implementation of the removal action are described below.

4.1 Mobilization and Site Preparation

Site preparation will be conducted to ready the site for the selected removal action. Site preparation may include the following items:

- Coordination of requirements for compliance with ARARs
- Procurement of access agreements
- Closure of bike path, soccer fields, trails, natural area, and access to the river in the vicinity of the work area.
- Construction of temporary site entrances
- Erection of temporary chain-link fencing around work areas
- Mobilization of one or more site office trailer(s)
- Installation of temporary restroom facilities
- Mobilization of excavation and hauling equipment to the site
- Utility locate and marking
- Abandonment of monitoring wells as necessary
- Mobilization and installation of a water treatment system
- Mobilization and installation of river diversion pumps and pipeline
- Mobilization of vertical and hydraulic barrier components
- Implementation of stormwater and sediment control measures
- Tree clearing, grubbing, and disposal
- Implementing traffic control measures
- Clearing any surface debris that may interfere with the work
- Preparation of lined stockpile area

The proposed site layout and staging areas to be used during excavation activities will be presented in the design.

A baseline air monitoring program will be conducted prior to commencing excavation activities over a one- to three-day period to define background conditions at the site (Section 6).

The storage of materials, supplies and equipment, temporary stockpiles and all other operations will be confined to the immediate work areas and not encroach on neighboring properties.

4.1.1 Health and Safety

Implementation activities will proceed in a manner that protects the health and safety of the site workers, local residents, and the community in general. All personnel who enter the site during the implementation of the removal action will be required to review and comply with the site-specific HASP. The HASP will outline training requirements that comply with OSHA in 29 CFR 1910.120(e), Parts (3), (4), and (8). It will also include medical monitoring requirements that comply with 29 CFR 1910.120(f) and respirator fit test requirements as specified in 29 CFR 1910.134.

The primary function of the HASP is to specify appropriate safety and emergency procedures and protocols, define personal protective equipment (PPE), and specify monitoring requirements and action levels.

4.1.2 Security/Access

Site security throughout the construction activities when both contractor personnel are and are not present on the site will be facilitated by establishing identifiable work zones, and securing equipment when not in use. Eight-foot fencing will be erected around the site to prevent public access, and temporary fencing will be placed around specified work zones and excavations that remain open overnight. Signage will be posted identifying work zones and/or restricted access areas. All personnel will be required to check in immediately upon entering the work area and check out before exiting. Primary site access will be through a single entrance adjacent to the Aztlan Community Center. Optional access directly to Willow Street over an existing railroad track is also being evaluated.

4.1.3 Establishment of Project Work Zones

The primary purpose of project work zones is to establish the work area perimeter, prevent transport of impacted materials into clean areas, and prevent access or exposure to impacted areas by unauthorized personnel. The site work area may be divided into zones separated by temporary barricade fencing. These zones are identified as the Support Zone (SZ),

Decontamination Zone (DZ), and the Exclusion Zone (EZ), as described below. These zones will be modified throughout the course of the excavation.

Support Zone

This zone is located outside the exclusion and decontamination zones, but within the perimeter of the work area. The SZ is the area where the project support operations will be located. Facilities in the SZ will include office trailers, potable water supply, water treatment system, materials storage and sanitary facilities. The SZ will be set up in an area believed to be free of impacts, outside the area where excavation and impacted soil management activities and decontamination activities will take place.

Decontamination Zone

This zone provides a buffer between the SZ and EZ. All decontamination efforts, including equipment and personnel decontamination, will be conducted within designated DZs.

Exclusion Zone

This zone will be the impacted area where soil disturbance, material removal, and related activities are taking place. Only properly OSHA-trained authorized personnel with appropriate personnel protective equipment (PPE) will be permitted into this zone.

4.2 Site Controls

4.2.1 Air Monitoring

Air monitoring will be performed for site worker safety as specified in the HASP and for protection of other on-site and off-site receptors. Air monitoring will be performed in the work area throughout excavation activities. The air monitoring program is presented in detail in Section 6.

4.2.2 Stormwater and Sediment Controls

Control measures will be implemented during site work to manage stormwater and sediment migration from the work area. The purpose of these control measures is to minimize the potential for impacted stormwater and sediment to migrate from the work area. Specific control measures will be presented in the design. The following work will be performed to prevent the migration of stormwater and sediment:

- Silt fence will be installed in drainage channels in the work area
- Silt fence will be installed at the inlet for all stormwater drains in the work area

- Drainage from the site will be inspected during rainfall events and sediment control devices will be inspected periodically to ensure effectiveness
- Impacted material will be placed in a bermed lined stockpile area or surrounded by silt fencing to prevent migration of excavated sediments
- Rain water coming into contact with impacted soil will be directed to flow into the excavation, where it will be pumped to the on-site water treatment plant.
- Drainage channels may be constructed to direct stormwater away from areas where impacted material is present

4.2.3 Water Management

Wastewater may be generated by the following removal action activities:

- Excavation dewatering activities
- Precipitation and perched water directly entering excavations that must be removed by pumping
- Management of surface run-off in areas where impacted materials are stockpiled
- Stockpiled material drainage
- Decontamination
- Operation of the hydraulic control system

NAPL impacted water will be managed through collection activities, on-site treatment, and will be discharged to the either the POTW or designated NPDES discharge location, pending approval. All wastewater will be managed as defined in Section 5.11. Decontamination water will be treated and discharged to the POTW or designated NPDES discharge location. Surface run-off will be managed as presented in Section 4.2.2.

4.2.4 Odor Management

Odor suppression will be conducted as necessary during excavation and related site activities. As necessary, stockpiles will be covered and managed to minimize odors. If necessary, an approved mechanically-applied foam odor suppressant may be used to control fugitive odors produced during excavation and related site activities.

4.2.5 Traffic Management

Material will be transported off-site in dump trucks. A traffic control plan will be developed to address traffic ingress / egress around the property and a drawing prepared indicating the required route. The City will evaluate haul routes into and out of the City for waste disposal shipments and material deliveries. Trucks will follow only designated routes, which will be presented in the design, pending approval from the City. Following completion of the construction work, a gravel road will be maintained for system Operations, monitoring, and maintenance (OM&M). .

4.2.6 Dust Management

Dust control and monitoring will be implemented to prevent and measure airborne particulates. Dust monitoring will be completed with air monitoring activities, as described in Section 6. Dust suppression will be conducted as needed. The following methods may be used to minimize airborne particulates:

- Designated haul routes will be used on-site and dust suppressants, mainly water, will be applied to those routes as needed.
- Stockpiles may be covered with plastic sheeting to maintain moisture in the soil and prevent airborne dust migrating from the stockpiles.
- Vehicles leaving the site will be inspected and loose soil will be removed from vehicles to prevent spreading soil onto public roadways
- Vehicles transporting impacted material will be tarped

4.2.7 Floodplain Modeling

Changes to the Poudre River floodplain are anticipated during the implementation of the site removal action alternative. Modeling will be required to demonstrate that no change in Base Flood Elevation (BFE) will occur as a result of the removal action. The modeling effort will be conducted in conjunction with the FEMA LOMAR process. Hydrologic Engineering Center version 2 (HEC 2) modeling will be completed prior to and after implementation to verify proposed and final floodplain elevations.

5 Site Work

Site work tasks to implement the removal action have been developed and are described below, including the proposed sequence of work. Details on the site work tasks will be presented in the design. The design will provide the following details for the components of work as applicable:

- Plan view of facilities
- Cross-sections
- Plan and profile
- Process flow diagram
- Details
- Controls
- Notes to Contractors
- Division I and Division II Construction Standards Institute (CSI) Specifications

5.1 Sequence of Work

The proposed sequence of work is provided as follows:

1. Water line relocation
2. Tree removal
3. Site preparation activities
4. Water treatment system construction
5. River diversion
6. Bank grading
7. Vertical barrier excavation
8. Hydraulic Control System
9. Riverbed excavation
10. Excavation backfill
11. Bank grading and restoration

This sequence may be modified based upon site engineer's judgment, field observations, contractor approach, or equipment availability. In addition, portions of the work will be conducted concurrently.

5.2 Water Line Relocation

A 24-inch waterline owned by North Weld County Water District (NWCWD), serving eastern Larimer County and Weld County communities is located at the site along the south bank of the Poudre River (Figure 5-1). Grading associated with the vertical physical containment/barrier wall will impact the waterline. To accommodate the implementation of the removal action alternative, the waterline will be moved to a location southwest of the existing bike path (Figure 5-1). The design effort will include coordination with waterline owners to relocate the waterline. Waterline relocation will be designed and implemented by the NWCWD. No additional protection of the waterline should be required following relocation.

NWCWD will complete the waterline relocation including design and construction. RETEC and PSCo will coordinate with NWCWD to ensure that the waterline is moved to an appropriate location prior to initiation of site activities. Trench spoils will be managed at an approved off-site disposal facility.

5.3 River Diversion

A temporary diversion of the Poudre River at the proposed work area will be required to complete excavation and construction activities. The diversion will consist of installing a pumping system to convey flows around the work area within the riverbed and constructing diversion berms to prevent water from entering the area.

The components of the diversion system will include:

- Diversion Berms – soil embankments will be constructed upstream and downstream of the work area and lined with an impermeable liner to prevent water from flowing into the work area. Subsurface flow cutoffs in the form of a concrete barrier or impermeable liner may be used to reduce flows into the area.

- Pumps – pumps will be used to convey river flows around the work area. The use of multiple pumps will provide for redundancy during normal flow conditions and also for peak flow events.

- Operation – The system will generally be operated 24-hours a day, 7 days per week, for the duration of riverbed work to prevent flows from entering the work area. Primary and auxiliary pumps will be used to ensure continuous operation.

The capacity of the diversion system will be sized to convey the approximate mean flows measured in the Poudre River during the seasonal period. No additional capacity will be available. A contingency plan will be developed to

address flow conditions that exceed the pumping capacity. The plan will discuss:

- Action plan (including action during a storm event)
- Contactor responsibilities
- RETEC responsibilities
- Notification requirements

Some of the general components of this design shall include an estimate of potential volumes that will be diverted, location and sizing of berms and piping, and developing pumping system specifications. In addition, the design may include potential grading of the riverbed downstream of the berms to enhance drainage if needed. The details of the river diversion will be presented in the design.

5.4 Excavation

Sediment and bedrock removal will include the excavation of NAPL impacted sediment and bedrock over a stretch of the Poudre River approximately 400 to 600 feet long by 65 to 90 ft wide to an elevation of approximately 4,928 ft above mean sea level (AMSL). Excavation will be conducted by first temporarily diverting the river at the proposed excavation area. The excavation area will be dewatered through the use of pumps that will remove water from the bottom of the excavation or from sumps; water collected will be pumped to an on-site water treatment plant. A lined stockpile area will be constructed on-site to contain excavated sediment/bedrock and drain water prior to reuse or transportation and disposal at an approved off-site non-hazardous waste landfill. The stockpile area will consist of a bermed area lined with an impermeable liner. Water drained from the stockpiled material will be transferred to the on-site treatment plant for treatment prior to discharge. Approximately 30,000 in-place cubic yards (cy) of material may be excavated during the course of the site work. The final volume of material excavated may vary considerably based upon:

- Schedule limitations
- NAPL observations
- Excavation stability
- Excavation production rates

Riverbed excavation activities are anticipated to begin downstream and proceed incrementally upstream. Excavation will be conducted using a track-mounted hydraulic excavator. The estimated horizontal and vertical limits of excavation are shown on Figures 5-1 and 5-2. The actual horizontal and vertical limits of excavation will not necessarily extend to, or be limited by, the estimated limits presented in Figures 5-1 and 5-2. Excavation activities are described in the following subsections. The actual horizontal and vertical

limits of excavation will be based on visual observations and the excavation limits set forth in Section 5.4.5.

5.4.1 Dewatering

Dewatering of the excavation will be necessary to remove groundwater from sediments and bedrock below the riverbed in order to facilitate excavation activities. The goals of excavation dewatering are to:

- Improve the stability of excavations
- Improve working conditions within the excavations
- Reduce the volume of water contained within excavated sediment and bedrock
- Reduce the volume of water requiring treatment.

Given the uncertainty regarding the volume of surface water that may leak through the diversion structures, and the uncertainty regarding groundwater flow into the excavation the dewatering system will be designed with flexibility to increase or decrease capacity as required during the work.

Sumps, trenches and low points will be used to collect water within the excavation area. All water collected will be pumped to an on-site treatment system described in Section 5.11.1.

5.4.2 Excavation of Soil and Landfill Debris

Soil and landfill debris will be removed during excavation of overburden in the riverbank areas. To the extent possible, unimpacted soil will be removed and stockpiled for reuse. Soil and debris not suitable for reuse will be disposed of as discussed in Section 5.7. If NAPL-impacted soil and debris is encountered, based on visual observations and/or a sheen test (Section 5.7.1), waste management procedures for impacted waste set forth in Section 5.7 will be followed.

5.4.3 Excavation of Sediment

Sediment will be excavated from the riverbed to remove NAPL impacted sediment beneath the Poudre River and access impacted bedrock for excavation. To the extent possible, unimpacted river sediment will be removed and stockpiled for reuse. Impacted sediment will be transported to the stockpile area, dewatered, and disposed of accordingly (Section 5.7).

5.4.4 Excavation of Bedrock

Bedrock will be excavated to remove NAPL impacted bedrock beneath and adjacent to the Poudre River. Bedrock excavation is anticipated to extend to an elevation of approximately 4,928 ft AMSL. The proposed extent of excavation is shown on Figure 5-1. The actual horizontal and vertical limits of excavation will be based on visual observations and the excavation limits set forth in Section 5.4.5. Based on NAPL observations, the excavation limits may proceed, at the direction of EPA, upstream (to the railroad trestle right-of-way) and downstream based on schedule constraints.

5.4.5 Excavation Limits

Excavation of NAPL impacted material will proceed until:

1. Schedule dictates that excavation activities must be terminated in order to complete backfilling and restoration of the riverbed prior to the April 1, 2005 deadline, or

2. NAPL is no longer observed (free flowing NAPL from fractures), or,

3. Excavation limits as shown in the design drawings are reached. (As schedule permits, if NAPL is still observed once the defined excavation limits are reached, excavation will only proceed for a maximum of 5 feet beyond the defined limits both vertically and laterally (north, east, and south), and no further than the railroad trestle right-of-way to the west.)

If NAPL is still observed once the defined excavation limits are reached, excavation may proceed at the direction of the EPA on-scene coordinator past the 5-foot limit, as long as limits do not compromise the site schedule. It is anticipated that the area near the railroad trestle may require limited excavation.

5.4.6 Material Handling

Excavated material will be loaded into off-road trucks for transport to the lined stockpile area. Excavated material will be managed in accordance with the procedures set forth in Section 5.7.

5.5 Vertical Physical Barrier

The vertical physical barrier will be installed to prevent the migration of NAPL into the Poudre River from upland areas and allow hydraulic control without pumping river water. Physical vertical containment will be achieved through the installation of a permanent impermeable vertical barrier wall

along the southwest bank of the river (Figure 5-1). The barrier wall will extend approximately 700 linear ft along the southwest riverbank and extend to a depth ranging from 26 to 30 ft below the ground surface and be left in place permanently. The components of the design include barrier alignment, materials, excavation, and installation sequence. Each component is discussed below.

5.5.1 Design Components

The barrier will be constructed of one of the following:

- HDPE interlocking panels
- Polyvinyl Chloride (PVC) sheet pile
- Steel sheet pile

The panels/piles will be installed and sealed with manufactured interlocks with sealed leak-proof joints. The following criteria will be used to develop the barrier alignment:

- **Top of Wall.** The top of the barrier will be fixed at 2 ft above the alluvial groundwater elevation as measured in the spring of 2004, to ensure that alluvial groundwater from the landfill is captured. The top of the wall will slope following the grade of the groundwater table from upstream to downstream.

- **Bottom of Wall.** The bottom of the barrier will be set at an elevation of 4,920 ft AMSL, which is approximately 4 ft below the lowest elevation of NAPL observed in borings along the southwest bank of the Poudre River. The vertical length of the barrier varies from 26 ft to 30 ft; therefore, 30-ft panels will be ordered to construct the wall.

- **Length.** The barrier will be positioned to intercept the extent of NAPL as observed in borings in and adjacent to the river. NAPL observations were contoured by the project geologist to depict an approximate extent of NAPL. The total length of the wall, including wing walls, is approximately 700 ft.

- **Alignment.** The position of the barrier will be fixed based on engineering judgment of the following factors:

  - Working slopes
  - Finished slopes
  - Horizontal and vertical cover at the top of barrier
  - Encroachment into the river channel
  - Cut of landfill debris

5.5.2 Implementation

Construction of the barrier will likely begin downstream and will proceed upstream. A pump will be used to remove water seeping into the vertical barrier trench excavation. It is assumed that this water (seeping from the riverbed and landfill bank) will require treatment prior to discharge. The trench for the barrier may be excavated and the barrier installed via the following sequence:

- The southwest bank of the river will be excavated with hydraulic excavators working from the top of the bank.
- A working bench will be established with a width of 15 ft at a constant elevation of 4,940 ft AMSL. A cut of 20 ft will be required to achieve the bottom elevation of the trench (4,920 ft AMSL). The working bench will provide a level, stable surface for equipment to excavate the trench into bedrock
- A rock trencher (or equivalent) may be used to cut the trench from the working bench. The trencher will provide a cleaner cut through the bedrock as opposed to an excavator. The trencher would also complete the trench faster than an excavator.
- The physical vertical barrier will be inserted into the open trench. Subsequent panels/piles with hydrophilic seals will be slipped into the interlock of previously placed panel pile.
- Nonwoven geotextile will be placed in the excavation along both sides of the panels, if needed, to provide protection from coarse-grained backfill.
- A fiber reinforced low-slump concrete will be placed into the bottom of the trench to a depth of approximately 2 ft to create a seal and provide a slope for hydraulic control system pumps.
- Bedrock excavation adjacent to the vertical barrier will commence to remove bedrock from the river side of the barrier.
- Hydraulic control system components (e.g., well screens, etc.) will be positioned prior to backfilling.
- 3/4" washed stone will be used to backfill the trench to the top of the working bench.
- Backfilling of both sides of the exposed barrier panels will be performed to prevent lateral movement (bowing) of the barrier panels/piles.

This sequence may be modified based upon site engineer's judgment, field observations, contractor approach, or equipment availability.

The vertical barrier is considered a permanent structure to be left in place. The permanent wall will not adversely affect the hydraulic flow conditions at and adjacent to the site. Left in place, in the absence of active hydraulic control, groundwater will be deflected around the barrier toward the river. The top of the wall will be placed 2 ft above the high water table (as observed in April of 2004). Before water levels could exceed this elevation, flow direction would be forced to change upgradient of the wall to flow around the wall. If groundwater were to temporarily over top the barrier wall, the result would be reflected in groundwater discharge into the river, which currently occurs at the site and would have no affect on the ability of the remedy to meet RAOs. A minor zone of groundwater stagnation may develop immediately upgradient of the wall. However, this will have no adverse effects on overall hydrogeologic conditions at the site, nor will it have any impact on structures in the area.

5.6 Vertical Hydraulic Control System

The vertical hydraulic control system will consist of a collection trench on the upgradient (bank-side) of the barrier wall (Figure 5-2). The system will utilize pumps to maintain the water level upgradient of the barrier wall below the river stage. The system will be designed and instrumented to automatically operate on an as-needed basis (i.e., not necessarily pumping continuously) to maintain a lower groundwater elevation within the trench as compared to water elevations within the Poudre River. In addition, the hydraulic control system will be equipped with NAPL collection pumps, to be used as necessary for NAPL recovery within the trench.

5.6.1 Design Components

The hydraulic control system may incorporate the following:

- Backfill will consist of 3/4" washed stone (or equivalent)
- Seven sumps will be installed in the backfill that will include:
  - NAPL and groundwater pumps
  - Staff gauges to measure river stage
  - Piezometers fitted with pressure transducers on both sides of the barrier wall
  - Ground-level concrete vaults (4 ft x 4 ft x 4 ft deep)

- All equipment within vaults will be protected from potential damage during submerged conditions that will result when high flows inundate the trench alignment

- Conduits for instrumentation and power supply will be bedded within the top of the gravel backfill.

Fluids removed from the trench will be pumped to the on-site treatment system.

5.6.2 Implementation

The hydraulic control system trench will be located on the southwest side of the physical barrier wall. Prior to backfilling, hydraulic control system components (large diameter sumps, etc.) will be positioned in the trench excavated as a part of the physical barrier wall installation. 3/4" washed stone will be used to backfill the trench to the top of the working bench. An automated system will be installed to monitor groundwater levels within the trench and surrounding area in order to control pumping to maintain the groundwater elevation at 0.25 ft below the river stage. Fluids collected in the trench will be pumped to the on-site treatment system for treatment prior to discharge

5.7 Waste and Materials Management

Based on previous investigations, waste/materials generated during implementation will be classified as non-hazardous. A waste disposal facility that accepts non-hazardous waste will be selected and may consist of a subtitle-D landfill, a demolition landfill, or recycling facility. Waste manifests will be provided by the selected disposal facility, signed by PSCo, and then given to RETEC for distribution to truck drivers for their signatures. Returned waste manifests will be maintained by PSCo.

5.7.1 NAPL Impacted Material

Three waste streams are anticipated and characterized for disposal purposes during the site work:

1. NAPL impacted sediment and bedrock
2. Impacted water treatment media (organo-clay and carbon)
3. Water treatment residuals (water and sludge mixture)

Previous analytical data indicate that all media is likely to be non-hazardous. There are currently no data that indicate that these media will be hazardous during the removal action. It is assumed that waste characterization analytical data will be required to generate a current waste profile prior to transporting of material to the disposal facility.

Waste management relates primarily to NAPL impacted sediment and bedrock excavated from the Poudre River. These materials will be transported to the lined stockpile area for temporary stockpiling. A field engineer will visually inspect each load of material for the following:

- Material that is impacted with NAPL
- Material that is unimpacted (discussed in Section 5.7.2)
- Material that may or may not be impacted with NAPL

Upon visual inspection, if NAPL impacts are suspected, representative samples will be collected and tested for impacts (1 sample per 50 cubic yards of material). The test will include placing a composite sample into water and then agitating the sample to determine if a sheen is produced, indicating NAPL impacts. The material will then be segregated as un-impacted or impacted based upon the results of the test.

5.7.2 Non-impacted Material

A variety of non-impacted materials may be excavated during the implementation of the removal action. Non-impacted materials are those excavated materials that do not contain visual indications of NAPL and have not produced sheen in the presence of water via the field test described in Section 5.7.1. These materials may include soil (overburden), sediments, bedrock, landfill debris (metals, wood, concrete, brick, and miscellaneous debris), and debris from clearing and grubbing of the work area. Additional wastes expected to be generated include construction derived waste (CDW) (abandoned water pipeline) and general trash. These wastes will be managed as follows:

- Non-impacted soil may be reused as backfill after excavation of impacted material is completed; alternatively, if the soil is unusable for backfill, then the soil will be transported to an approved disposal facility.

- Metal debris will be recycled as scrap or transported to an approved disposal facility.

- Wood and miscellaneous debris will be transported to and disposed of at an approved disposal facility.

- Large concrete and brick debris will be transported to an aggregate recycling facility, reused as backfill in appropriate areas of site, or disposed of at a demolition landfill or other approved facility.

- CDW will be stockpiled separately from NAPL impacted waste and will be disposed of at a local approved disposal facility.

- General trash will be placed in dumpsters for disposal at the local municipal waste landfill.
- Trees removed may be chipped for mulch or other options for reuse will be evaluated.

5.8 Benching and Sloping

The excavation will be sloped or benched to adhere to health and safety requirements and will be performed as needed for structure stability requirements. In circumstances where personnel must enter the excavation, sloping and benching will adhere to OSHA requirements. Sidewalls will be benched or sloped to prevent collapses. Methods of sidewall protection will be based on field conditions.

Initial evaluation of the sediment and bedrock in the area indicates the following:

Slopes in sediment will be cut to 1.5:1.
Slopes within the weathered bedrock will be cut to 0.75:1.
Slopes within the intact bedrock will be cut vertical.

Drilling activities performed the week of August 30, 2004, will provide additional geotechnical data that may result in a modification of the slope design. Additionally, observations of the stability of the excavation will be performed periodically (at least daily) to ensure that conditions remain stable. If needed, slopes will be flattened to maintain safe, workable surfaces. Geotechnical data will be evaluated in the design to ensure the final restoration activities are stable.

5.9 Backfilling/Compaction

Excavations will be backfilled after they have been shown to meet the RAOs based on schedule limitations, visual observations, and excavation limit criteria presented in Section 5.4.5. Backfill will consist of imported granular fill and non-impacted excavated soil and crushed debris. Non-impacted excavated material will be used as backfill only if it does not contain any metals, wood, or unsuitable soil. Standing water will be removed from the excavation to the extent practicable, and managed as described in Section 5.11, prior to placing any backfill soil. In general, backfill will be compacted to firm unyielding conditions. Compaction standards may be further defined in the design.

5.10 Transportation and Disposal

For transportation and disposal of materials generated during removal action activities, several design considerations will be evaluated. Estimated volumes

of material requiring disposal will be calculated. PSCo will coordinate with the approved designated disposal or recycling/reuse facility for disposal of materials generated during implementation. Protocols will be developed for waste sampling and profiling. Haul route design including haul route location, profile, and temporary aspects will also be included. PSCo will work with the selected contractor to develop hauling plan.

Waste streams will be profiled according to the selected disposal facility and regulatory requirements. Following receipt and approval of waste profiles, the waste will be transported to the approved, permitted, non-hazardous disposal facility in tarped trucks. All loads will be tracked and documented using waste manifests.

5.11 Water Management

A temporary water treatment system will be utilized to treat water prior to discharge to the local POTW or designated NPDES discharge location. Water managed by the treatment system will be generated from the excavation of sediment and bedrock in the riverbed and the installation of the vertical barrier. In addition, water generated at the stockpile location and by decontamination activities will also be treated by the system.

5.11.1 Water Treatment

The water treatment system will be designed to treat a maximum flow rate of approximately 400 gpm. A set of pumps will be used to convey water from sumps and pits within the excavation to a settling/separation tank, and then to a weir tank. The weir tank will be baffled to remove solids, dense non-aqueous phase liquid (DNAPL), and light non-aqueous phase liquid (LNAPL) from the process stream.

Water will be transferred from the weir tank to the remainder of the treatment system. Water will be pumped through a series of bag filters for additional suspended solids removal. After exiting the bag filters, water will be transferred through organo-clay vessels. The organo-clay will remove sheen and neutral buoyant NAPL.

Following the organo-clay, the water will be treated with granulated activated carbon (GAC) to remove the remaining volatile organic compounds (VOCs), semi volatile organic compounds (SVOCs), and poly aromatic hydrocarbons (PAHs). Water will then be transferred from the GAC vessels to an effluent tank. The effluent tank will be used as a surge tank prior to discharge to the POTW or designated NPDES discharge location. Effluent will be sampled prior to discharge; treated water sampling protocol is further discussed in Section 7. A general process flow diagram for the treatment system is shown in Figure 5-3.

The system may be modified as needed for the following:

- Variations in water inflow rates
- Influent concentrations
- Permit effluent requirements
- Operational treatment requirements

The water treatment system will be operated on an as-needed basis. As work activities progress, water and NAPL that collects in the trenches and/or excavation area will be pumped to the water treatment system. Water generated in the decontamination area and stockpile area will also be pumped to the treatment system. Routine maintenance will include:

- Periodic changing of bag filters when pressure differential indicates clogging.

- Change out of organo-clay and GAC as pressure differential data indicates operations are not at optimum efficiency.

- Sampling water per the final POTW or NPDES requirements at the intervals stipulated in the treated water sampling protocol (Section 7).

The water treatment system will be operated after construction of the vertical barrier. Data collected following initial system operation will be used to size and design a smaller water treatment system that will treat water for a period of up to one year to collect data for design of a permanent system.

5.11.2 Treated Water Discharge

Treated water will be discharged to either the local POTW or an approved designated NPDES discharge location. Prior to commencing water treatment activities, an industrial discharge permit or a NPDES permit or agreement will be obtained. The permits may contain the following information:

- Effluent limitations
- Monitoring requirements
- Reporting requirements

5.12 Decontamination

Personnel and equipment will be decontaminated within the DZ before leaving the site. Personnel decontamination will be primarily dry decontamination, consisting of removing and containerizing tyvek coveralls, gloves and other disposable personal protective equipment (PPE) and brushing loose soil off of clothing.

To minimize the risk of cross-contamination, all sampling equipment will be decontaminated prior to each use.

Heavy equipment decontamination will consist of removing soil from tires and machinery and using a steam cleaner, if needed, for further decontamination. Soil removed from personnel and equipment will be managed with impacted soil as described in Section 5.7.

It is anticipated that removal action activities will produce small quantities of potentially contaminated PPE, plastic sheeting, and decontamination water mixed with soil. Visibly contaminated PPE, plastic, and miscellaneous construction materials will be containerized and staged within the fenced area at the site prior to disposal. Impacted PPE will be disposed of at the approved disposal facility.

5.13 Erosion Controls

An engineering analysis will be performed to design erosion protection for the site including riverbanks that would potentially be exposed to high river flows or stormwater runoff. Details of the erosion controls will be provided in the final design. Erosion control mats will be used to protect the soil and seed from erosion and conserve soil moisture. These products will be installed on impacted banks following application of seed and fertilizer. In addition, during water treatment or river diversion, water discharge areas will be protected to prevent bank erosion.

5.14 Site Restoration and Demobilization

Site restoration will consist of site grading and revegetation activities as well as riverbed restoration. Demobilization activities will consist of the work required to remove all temporary structures and utilities, remaining materials and equipment, and any construction-generated waste. Permanent facilities that will remain in place after construction is complete may include:

- Physical barrier wall
- Hydraulic Control System
- Water treatment system (temporary and permanent)

Institutional controls, such as deed restrictions, may be required to prevent contaminant exposure to human receptors.

Site restoration details will be prepared and incorporated in the design. In addition, any modifications to the floodplain will be coordinated with the appropriate agencies as described in Section 3.2.3 and 4.2.7.

5.15 Operations, Monitoring, and Maintenance

OM&M will be conducted to ensure that the water treatment system, vertical physical barrier, and hydraulic control system continue to operate to meet the site RAOs. OM&M of the systems will continue according to a stepwise approach that will lead to site closure. This approach is presented in Figure 5-4. As presented on Figure 5-4, the removal action shall include three components, which will occur concurrently: 1) operation and evaluation of the hydraulic control system for a 5 year period from system start-up, 2) operation and evaluation of the NAPL collection system for a 5 year period from system start-up, and 3) monitoring for a 10 year period from system start-up.

OM&M will include:

- Monitoring the site groundwater and river levels
- Monitoring the river for NAPL seeps
- Monitoring water levels and NAPL in site wells, observation points and sumps
- Inspecting and maintaining pumps and general water treatment system OM&M
- NAPL disposal and treatment and filter media replacement
- Reporting in accordance with Section 8

The above OM&M activities may be modified or streamlined based on evaluation of data collected during the operational period. A detailed monitoring plan will be developed and submitted under separate cover following completion and approval of the design.

5.15.1 Hydraulic Control System

The hydraulic control system will operate to the extent necessary to maintain a groundwater elevation in the trench 0.25 ft below the river stage. Operation of the hydraulic control system shall include routine system inspections. The operation of the system shall be monitored though routine groundwater and river elevations. Also, pump operation within the trench will be monitored. System maintenance may include the monitoring and maintenance of the system pumps and system components (e.g., piping, fittings, etc.).

5.15.2 Water Treatment System

Operation of the system shall include routine system inspections. Monitoring the effectiveness of water treatment plant operation shall include sampling of treated water, which is further discussed in Section 7. System maintenance

may include the monitoring and maintenance of the water treatment system pumps, filter media, and carbon usage, as well as monitoring and maintaining the system components (e.g., piping, fittings, tanks, etc.).

5.15.3 Groundwater Monitoring

Groundwater elevations will be monitored to evaluate the effect of the hydraulic barrier on the site groundwater elevations and migration of NAPL into the river.

5.15.4 River Monitoring

Routing monitoring of the river for the presence of NAPL seep will be conducted. River elevations will also be monitored to evaluate the ability of the hydraulic control system to prevent migration of NAPL into the river.

6 Air Monitoring Program

Air monitoring activities will be conducted throughout removal action activities to assist in implementing and evaluating measures to control potential fugitive emissions, and to document potential impacts to ambient air quality in the immediate vicinity of the site. Potential fugitive emissions from NAPL may include PAHs, VOCs, and other inorganic compounds.

Monitoring activities will be conducted using real-time screening techniques and constituent-specific sampling as detailed below.

6.1 Real-Time Monitoring

The real-time monitoring program is designed to document ambient air quality and delineate work areas where protection is required. Air monitoring for worker safety within the work area will be performed in accordance with the site-specific HASP. Real-time data will be collected for total hydrocarbons, benzene, and particulate matter.

Real-time measurements will be conducted several times per day throughout the work zone and in the site worker breathing space. In addition, periodic real-time measurements will also be conducted in the Aztlan Community Center and United Way buildings. The results from these measurements will be compared to a set of site-specific action levels, specified in the HASP, that determine when addition levels of PPE are required.

6.1.1 Total Hydrocarbons

Routine screening measurements will be conducted using a photoionization detector (PID). The instrument is reliable for field use, and responds to a broad range of VOCs. Monitoring results will be reported as total hydrocarbons (THC). In addition to THC measurements, benzene levels will be checked periodically using color diffusion (Draeger) tubes.

6.1.2 Particulate Matter

An aerosol meter will be used to provide screening results for ambient dust concentrations. The meter continuously senses the population of particles present in the atmosphere using an infrared detector, and has a detection limit of approximately 0.01 mg/m^3 of total particulate.

6.2 Constituent-Specific Perimeter (Fenceline) Sampling

Constituent-specific samples will be collected at the work area perimeter (fenceline) to verify that control measures are effective and that off-site impacts are below health-based standards. Sampling for VOCs, PAHs, and

particulate matter less than 10 microns in diameter (PM^{10}) will be conducted in accordance with the procedures described below.

6.2.1 Volatile Organic Constituents

Ambient concentrations of BTEX will be characterized using a modified version of NIOSH Method 1501 – Hydrocarbons, Aromatic. A portable sampling pump will be used to draw ambient air through a sorbent tube (activated charcoal) that is subsequently analyzed by gas chromatography. The sample pump flow rate will be set 2 liters/minute to achieve a benzene detection limit of approximately 4 mg/m^3.

6.2.2 Polynuclear Aromatic Hydrocarbons

Ambient concentrations of PAHs will be characterized using a modified version of NIOSH Method 5515 – "Polynuclear Aromatic Hydrocarbons in Air by Gas Chromatography". A portable sampling pump will be used to draw ambient air through a filter (PTFE) and sorbent cartridge (XAD-2) that is subsequently analyzed by sorbent extraction and gas chromatography. The sample pump flow rate will be set at 2 liters/minute to achieve a detection limit of approximately 5 mg/m^3.

6.2.3 PM_{10}

Inhalable particulate matter will be collected using MiniVol portable air sampler fitted with an inlet designed to provide a cut-point of approximately 10 microns. Samples will be collected on a pre-weighed filter. Particulate loading will be determined by gravimetric analysis of the exposed filter. Results of the PM_{10} sampling will be compared to the National Ambient Air Quality Standard of 150 mg/m^3.

6.2.4 Sampling Locations

Four sampling locations will be established at the work zone perimeter (fenceline). These locations will be on the north, east, south, and west fencelines. Sampler intake elevations will be approximately 7 ft above ground level, which is the approximate height of the perimeter fence.

Additional off-site sampling stations will be established as needed to collect data that will be used to validate the dispersion modeling results referred to in Section 6.5. The dispersion model will be validated periodically throughout the program. Samples will be collected at an accessible downwind location at a known distance from the fenceline, and at an elevation above ground level equal to the fenceline sampling stations. The associated results from the closest fenceline location will be used in conjunction with the appropriate dispersion factor at the distance of the off-site sampling point to predict a worst-case concentration of contaminants of interest (COI) for the off-site location. The predicted values will then be compared to the measured

concentrations at the location to verify that the model results provided a conservative estimate of potential exposure (predicted value > measured value). If this is not the case, an appropriate factor will be applied to the results, and the modeling assumptions corrected for future site activities. The off-site samples will be collected weekly. The location of the off-site sampling location will be chosen such that it is likely to be downwind of the highest-impact fenceline monitoring station. Information such as the results of fenceline monitoring, and analysis of wind direction at the site, will be used to establish the off-site sampling location.

6.2.5 Sampling Time, Duration, and Frequency

Perimeter air sampling will occur each work day over an approximate 3 month implementation period. Eight-hour integrated VOC, PAH, and PM10 samples will be collected each sample day.

6.2.6 Sample Analysis

Samples collected at one of the four fenceline sampling locations will be analyzed for each sample day. The samples to be analyzed will include those samples that are expected to show the highest impacts out of all of the fenceline locations. To determine the likely highest-impact location, factors such as results of real-time perimeter sampling and the predominant wind direction will be considered.

Laboratory results will be reported as milligram of constituent per cubic meter of air sampled (mg/m^3). The results will be initially compared to the associated occupational standards to generally evaluate the potential risk from intermittent short-term exposures outside of the actual construction zone. The "occupational" exposure scenario (8 hr/day, 40 hrs/week) provides a conservative means to evaluate the potential exposure for persons visiting or passing by the site. An exceedance of the standards will require a review of emission control procedures. Subsequently, the data will be reviewed using the procedures detailed in Section 6.5 to evaluate the potential impact for off-site receptors.

6.3 Meteorological Monitoring

An on-site meteorological monitoring system will be used to continuously record 10-meter wind speed, 10-meter wind direction and wind direction standard deviation, and 2-meter ambient temperature data. Data will be downloaded and archived each working day. In addition, barometric pressure will be recorded at the beginning and end of each day that air samples are taken using a calibrated, hand-held barometer.

The meteorological monitoring tower will be securely attached to a temporary construction trailer, and will be located to minimize the effects of nearby structures and trees to obtain data representative of free-air conditions.

The meteorological instruments will be calibrated at the beginning and end of the project according to EPA Prevention of Significant Deterioration monitoring guidelines.

6.4 Quality Assurance

The program will include several activities designed to verify that the proper list of analytes are being evaluated; and that responses to exceedances are appropriate and protective.

6.4.1 Blanks

Blank samples, as specified in the applicable NIOSH methods, will be analyzed during the course of the sampling program. The purpose of blank samples is to detect sample contamination as a result of field operations or during shipment. They will undergo the full handling and shipping process of an actual sample, but will not be exposed to the ambient air.

6.4.2 Collocated Samples

One collocated sample per week for each constituent will be analyzed during the course of the program. The purpose of a collocated sample is to determine the sampling method precision.

6.4.3 Breakthrough Samples

Breakthrough of PAH and BTEX samples will be checked by analyzing the back half of a select number of sample cartridges. Sample breakthrough can occur if, for example, the residence time of the sample in the front half of the cartridge is insufficient to collect all constituents in the ambient sample. The purpose of breakthrough analysis is to determine whether all compounds have been collected in the front half. Initial breakthrough analyses will be conducted to determine the potential for sample breakthrough. If no breakthrough is detected, further breakthrough analyses will not be performed.

6.4.4 Sample Storage and Shipping

All samples will be labeled and kept in a secure refrigerated container until ready for shipment. A Chain of Custody (COC) form will be completed for each batch of samples to be shipped. The COC form will include information such as project name, project number, sampler's name, sampling date, reporting address, sample contact, laboratory and contact information, sample identifications, sample matrix, analysis required, air volume sampled, and special instructions or comments. A copy of the completed COC will be

signed and timed/dated before the samples are shipped, and retained for the project file.

6.5 Evaluation of Off-Site Conditions

During the course of the program, dispersion modeling will be used to conduct a screening evaluation of the fence line results with regard to potential impacts to off-site receptors. An EPA screening model (SCREEN3) will be used to address the difference in averaging time for the perimeter monitoring (short-term, 8-hour) and the health-based standard (long-term). Consideration of the averaging time is required since over time, normal changes in wind direction and atmospheric dispersion will limit the potential exposure at a given location. The SCREEN3 model provides the ability to incorporate assumptions regarding atmospheric dispersion to estimate the potential exposure to receptors from a given source.

The model uses a series of assumed meteorological conditions to simulate ambient transport and dispersion to predict the maximum 1-hour concentration for a series of specified distances from the source. A set of scaling factors has also been developed to relate these short-term values to periods of longer duration. The scaling factors for relating the maximum 1-hour value to 8-hours and 24-hours are 0.7 and 0.4, respectively (USEPA, 1992). Since the duration of the remedial action is expected to be approximately 13 weeks, the 24-hour scaling factor will be used to conservatively scale predicted 1-hour estimated impacts averaged over 13 weeks. It should be noted that this is a very conservative approach, because of the shorter-term scaling factor used to estimate concentrations over several weeks, and the implicit assumption that the source will be emitting at a constant rate 24-hours per day, 7-days per week. In reality, the source material will be undisturbed during non-work periods, which is expected to result in a much lower fugitive emission rate during non-work periods.

An example of the model results is presented in Table 6-1. In this example, the average concentration of a given constituent at the fenceline over an 8-hour period will be less than 70 percent of the maximum concentration measured during a single 1-hour period. Similarly, the average concentrations over a 24-hr period (maximum duration of the program) will be less than 40 percent of the 1-hour value. Additional dispersion will occur with increased distance from the fenceline of the site. The concentration at the location of the nearest receptor (Aztlan Community Center, approximately 18 meters (m) south of the work site) will be less than 20 percent (0.77/4.07) of the 1-hour value at the fenceline. Concentrations at any other distance from the work site can be estimated in a similar manner.

As indicated in the example in Table 6-1, the average potential concentrations over the expected duration of the program (13 weeks) at a distance of 18 m

from the site is expected to be approximately 30 percent (0.77/2.85) of the 8-hour value (constituent-specific sampling period) at the fenceline. This relationship can be expressed as:

Predicted Value 13 weeks, 18 m = 0.27 x Measured Value 8-hour, fenceline

The screening evaluation will be conducted by applying the dispersion factor (0.1) to a "worst case" estimate of constituent concentrations at the fenceline to predict the associated concentration at the location of the nearest off-site receptor. The worst case value will developed by calculating the running average of constituent concentrations using the analytical results from the most heavily impacted locations from each day of sampling. The modeled results will be compared to the calculated health-based standards on an ongoing basis. An exceedance of the health-based standards will require changes in the emission control procedures used at the site.

An additional analysis will be conducted to evaluate the potential combined effect of all of the COI. A Hazard Index (HI) will be calculated for the principal COI by dividing the predicted receptor concentration by the appropriate reference concentration. The sum of the hazard indices for all constituents is the Total Hazard Index (THI). A THI value less than 1 indicates that the combined effect of the COI is not likely to pose a significant health risk. The site will be managed to maintain a THI of 0.9 or less, to provide an additional level of confidence in the risk analysis. If the maximum THI is approached, the engineering responses will be modified to provide continued compliance.

6.6 Reporting

6.6.1 Real-Time Screening Results

The results from the real-time monitoring activities will be recorded on separate log sheets for each fenceline location. At a minimum, each log sheet will contain the location of the reading, the date and time of the reading, the measured value, an estimate of the wind direction during the time the reading was taken, the daily maximum value, and daily average value for each day.

6.6.2 Constituent-Specific Results

The results from the analysis of the constituent-specific samples will be recorded on a project spreadsheet, and used to calculate an average of the fenceline concentrations for each COI at each location.

7 Treated Water Confirmation Sampling

Water generated from site activities will be treated and discharged to the POTW or designated stream discharge location, pending approval. The treated water will be sampled to confirm treatment objectives and discharge limits have been met. A detailed sampling and analysis plan will be prepared once the final discharge location(s) has been selected and permitted. The sampling and analysis plan shall present sampling procedures, locations, and frequency, as well as reporting procedures. The following sections present general treated water sampling and analysis procedures.

7.1 Treated Water Sampling and Analysis

Water sampling and analysis will be conducted in accordance with the POTW or NPDES ARARs or agreement requirements. Permit specified requirements shall include discharge limits, effluent sampling frequency, and permissible effluent concentrations as well as reporting requirements.

7.1.1 Sampling

Effluent sampling procedure and frequency will be determined pending receipt of City POTW ARARs or NPDES ARARs or agreement. It is anticipated that sampling will be conducted upgradient of the treatment system and prior to discharge to both evaluate system performance and ensure that effluent discharge criteria are met.

7.1.2 Analysis

Sample analytical parameters will be further defined and detailed in the ARARs.

8 Reporting

8.1 Monthly Progress Report

A Monthly Progress Report will be submitted to PSCo documenting the current progress of the work. The Monthly Progress Report shall describe work completed during the period, important schedule milestones reached, and shall include information required by the Administrative Order on Consent.

8.2 Removal Action Implementation Report

A final report, the Removal Action Implementation Report (RAIR), will be submitted to the EPA. The RAIR will describe the results of the removal action activities completed at the site. This report may include the following:

- Summary of the results of the excavation and removal action activities including the total volumes of waste removed and a description of the materials managed
- Copies of all waste disposal certifications and manifests
- Summary of all the laboratory analysis results including soil confirmation sampling, waste characterization sampling, and water discharge samples
- Field and laboratory results of the air monitoring program
- Groundwater monitoring plan including proposed groundwater monitoring network and analysis plan.
- As-built system details
- This task will also include any follow-up activities and reporting related to permits obtained for future remediation work.
- Summation of project costs to date including invoices.

8.3 Evaluation Reports

Data collected during system OM&M will be evaluated after one year of system operation and a stabilization period (anticipated in Fall 2006). The evaluation of this data will be presented in an evaluation report. This report will include recommendations for future operation of the hydraulic control and site monitoring.

9 Schedule

The project schedule is presented on Figure 9-1. The design for the selected removal action is in preparation and the 90% design will be completed by December 31, 2004. The bidding process is planned for August 23, 2004 through December 17, 2004, and will be based on the 90% design. Field activities are scheduled to begin on September 20, 2004. The ultimate driver for completing the design and implementing the removal action is that all work within the bed of the river must be completed by April 1, 2005. This date is driven by:

1. EPA's desire to see the work completed during low flow conditions that are anticipated to occur during the winter of 2004 / 2005

2. The period during which flows maybe safely diverted around the work area. Discussions with the local river commissioner indicate that riverbed work through March 31 is possible, but that beginning April 1, calls for water will result in widely variable flows in the Poudre River.

The schedule may be modified based on the following:

- Unknown or changed field conditions
- Contractor resources
- Weather-related delays
- Production rates of equipment
- Quantity and capacity of haul trucks procured for waste transportation
- Disposal facility delays
- Actual amount of material removed for disposal
- Elevated groundwater conditions
- Higher than anticipated river flows

10 References

The RETEC Group, Inc., 2004a. *Draft Completion Report Non-Aqueous Phase Source Investigation.* Prepared for Xcel Energy June 3.

The RETEC Group, Inc., 2004b. *Draft Statement of Work (SOW)* Prepared for Xcel Energy July 8.

The RETEC Group, Inc., 2004c. *Removal Action Alternatives Evaluation (RAAE) Report* Prepared for Xcel Energy September 7.

Shelton, D. C., and Rogers, W.P., 1987, *Environmental and Engineering Geology of the Winsor Study Area, Larimer and Weld Counties, Colorado*, Colorado Department of Natural Resources, Denver, CO.

Tetra Tech, 2003. *Non Aqueous Phase Source Investigation Work Plan Ft. Collins Aztlan Center*, December 2003.

Tetra Tech EM Inc., 2004. *Non-Aqueous Phase Source Investigation Work Plan, Ft. Collins Aztlan Center.* Prepared for U.S. Environmental Protection Agency. January.

US EPA, 1992. *Screening Procedures for Estimating the Air Quality Impact of Stationary Sources, Revised*, EPA-454/R-92-019, October 1992.

Table 3-1
Proposed Surface Discharge Concentration Goals (ARARs)
Poudre River Removal Action

	PQL [1]	CDPHE Surface Water Standards [2]	Proposed Surface Discharge Standards [3]	
			Construction [4]	Long Term [5]
Chemical Name				
Metals (mg/L)				
Arsenic (dissolved)		0.018	0.032	0.131
Barium (dissolved)		0.49	0.875	3.569
Cadmium (dissolved)		0.005	0.009	0.036
Chromium (dissolved)		0.05	0.089	0.364
Cyanide		0.005	0.009	0.036
Lead (dissolved)		0.05	0.089	0.364
VOCs (ug/L)				
1,2,3-Trichlorobenzene	None	None	None	None
1,2,4-Trichlorobenzene	5	70	125	510
1,2,4-Trimethylbenzene	None	None	None	None
1,2-Dichlorobenzene	1	600	1,071	4,370
1,3,5-Trimethylbenzene	None	None	None	None
1,4-Dichlorobenzene	1	75	134	546
Acetone	None	None	None	None
Benzene	1	1.2	2.1	8.7
Chloroform	1	5.7	10.2	41.5
cis-1,2-Dichloroethene	5	70	125	510
Cymene	None	None	None	None
Dichloromethane	1	4.7	8.4	34.2
Ethylbenzene	10	700	1,250	5,098
Isopropylbenzene	None	None	None	None
m-Dichlorobenzene	1	400	714	2,913
Methyl tert-Butyl Ether	None	None	None	None
n-Butylbenzene	None	None	None	None
n-Propylbenzene	None	None	None	None
Styrene (monomer)	5	100	179	728
Tetrachloroethene	1	0.8	1.4	5.8
Toluene	5	1,000	1785	7,283
Total 1,2-Dichloroethenes	None	None	None	None
Trichloroethylene	1	2.7	4.8	19.7
Xylene (total)	5	10,000	17,854	72,832
PAHs (ug/L)				
1,2-Benzophenanthracene	None	None	None	None
Acenaphthene	10	420	750	3,059
Acenaphthylene	10	0.0028	10	10
Anthracene	1	2,100	3,749	15,295
Benzo(a)anthracene	10	0.0044	10	10
Benzo(a)pyrene	0.2	0.0044	0.2	0.2
Benzo(b)fluoranthene	10	0.0044	10	10
Benzo(g,h,i)perylene	10	0.0044	10	10
Benzo(k)fluoranthene	10	0.0044	10	10
Dibenz(a,h)anthracene	10	0.0044	10	10
Fluoranthene	10	280	500	2,039
Fluorene	10	280	500	2,039
Indeno(1,2,3-cd)pyrene	10	0.0044	10	10
Naphthalene	10	28	50	204
Phenanthrene	10	0.0028	10	10
Pyrene	10	210	375	1,529

Notes:

[1] – PQL Guidance Document. April 5, 2004. CDPHE WQCD.

[2] – CDPHE WQCD Reg. 31, 5CCR 1002-31

[3] – Adjusted for mixing with Poudre River; 7Q10 flow data obtained from USGS gauging station.

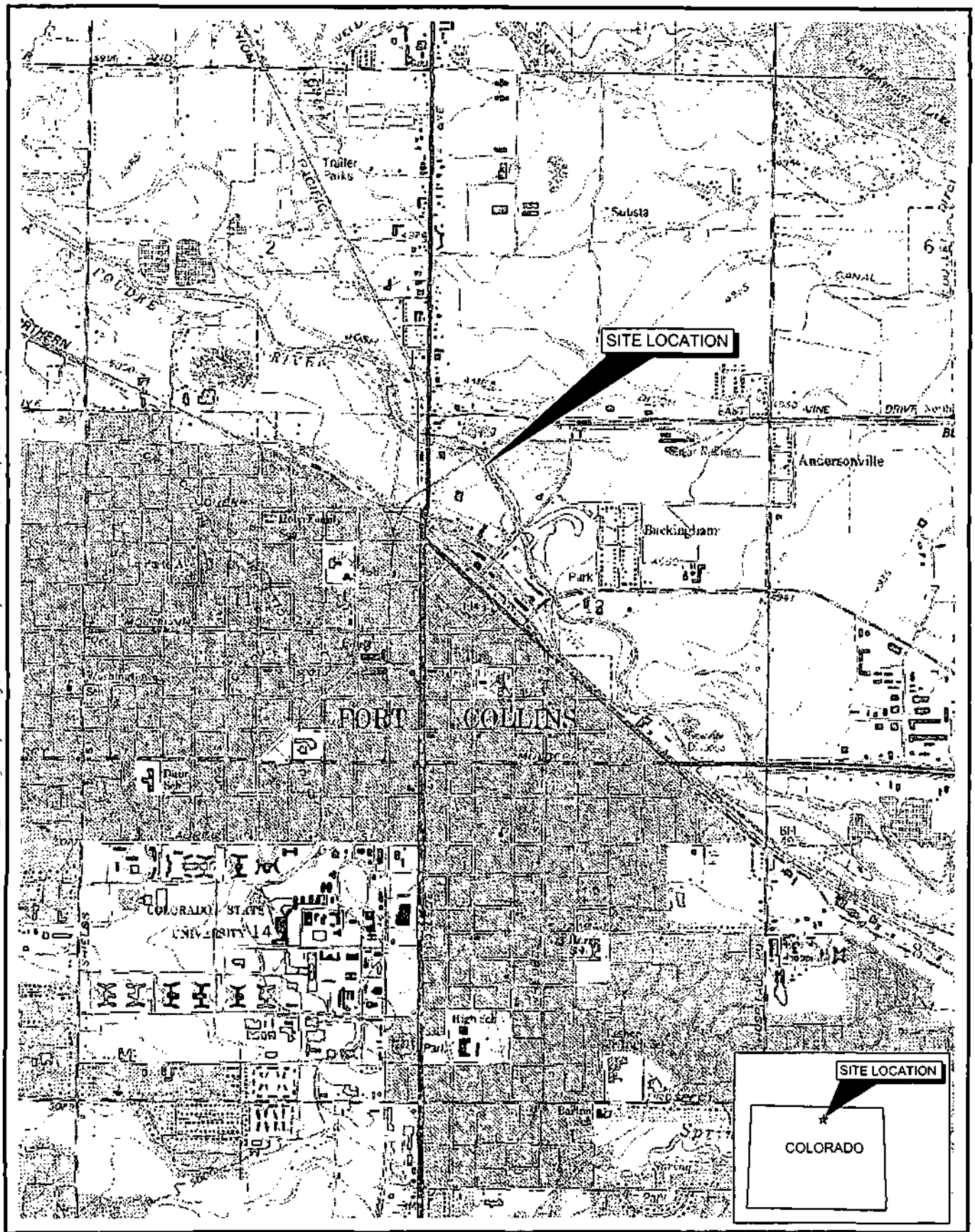
[4] – Construction water discharge rate estimated at 400 gpm.

[5] – Long term water discharge rate estimated at 50 gpm. Long term discharge standards will be adjusted as needed following 6 months of actual operation following construction.

Table 6-1
Example SCREEN3 Model Output

Distance from fenceline (m)	1-hour concentration (μg/m^3)	8-hour concentration (μg/m^3)	24-hour concentration (μg/m^3)
0	4.07	2.85	1.63
5	2.93	2.05	1.17
10	2.28	1.60	0.91
15	1.93	1.35	0.77
20	1.68	1.18	0.67
30	1.37	0.96	0.55
40	1.18	0.82	0.47
50	1.05	0.73	0.42
60	0.95	0.67	0.38
70	0.87	0.61	0.35
80	0.81	0.57	0.33
90	0.76	0.53	0.30
100	0.71	0.50	0.28
110	0.67	0.47	0.27
120	0.63	0.44	0.25
130	0.59	0.41	0.24
140	0.56	0.39	0.22
150	0.53	0.37	0.21
160	0.50	0.35	0.20
170	0.47	0.33	0.19

Ratio of 1-hour fenceline concentration to 24-hour 15 m concentration = 5.3
Ratio of 8-hour fenceline concentration to 24-hour 15 m = 3.7
Note: 24-hour predicted concentration is used as a conservative estimate of the cumulative 13 week exposure.



RETEC

CACHE LA POUDRE RIVER REMOVAL ACTION
PSCo d/b/a XCEL ENERGY
FORT COLLINS, COLORADO (XCEL1-18338-325)

NO	DRWN	DATE	REVISION	CHKD	DATE	APPVD	DATE
0	E.S.S.	09/10/04	RAP				

DATE 09/10/04

SITE LOCATION MAP

REMOVAL ACTION PLAN

DRAWING NO. FIGURE 1-1 REVISION 0

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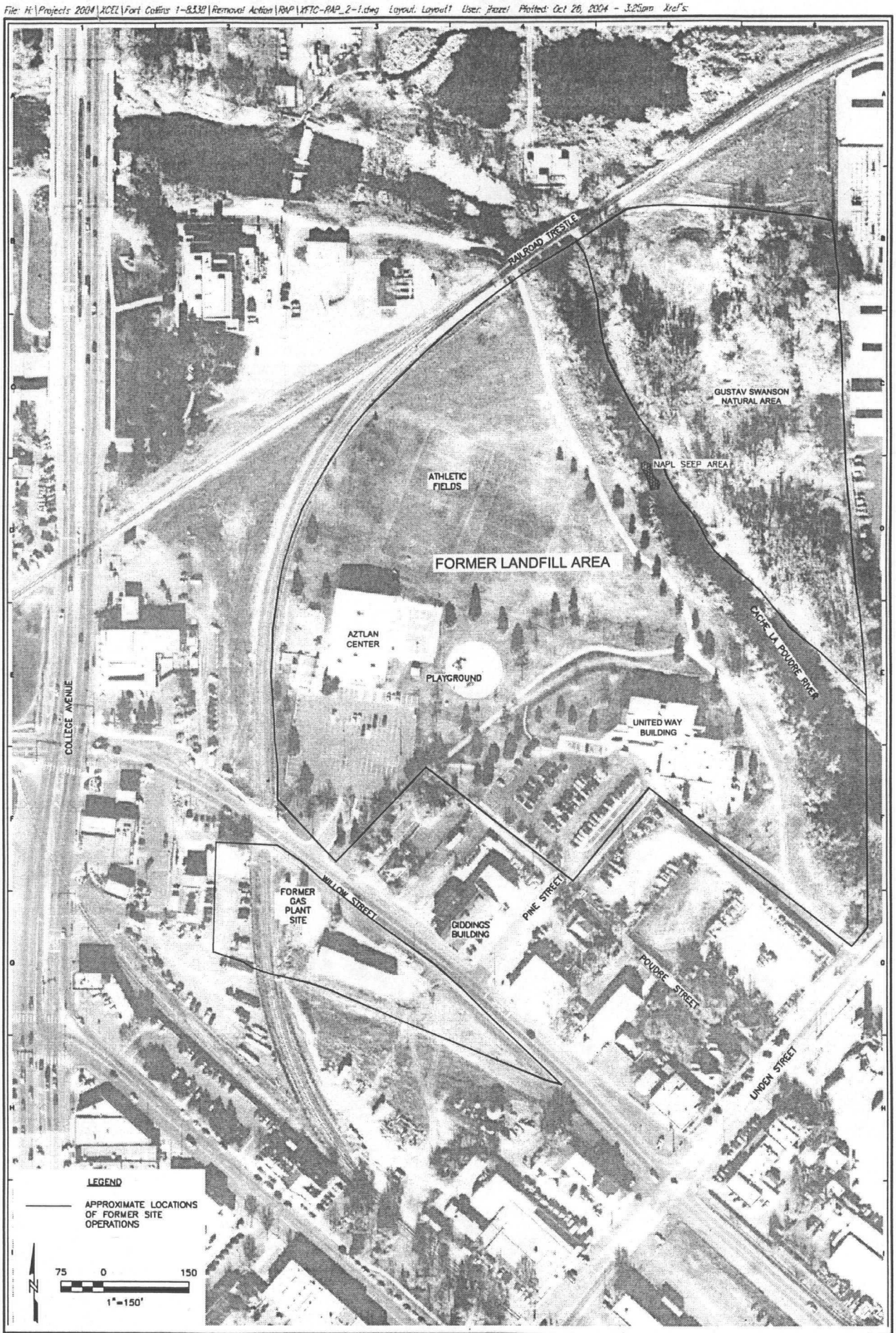

RETEC

CACHE LA POUDRE RIVER REMOVAL ACTION
PSCo d/b/a XCEL ENERGY
FORT COLLINS, COLORADO(XCEL1-18338-325)

NO	DRWN	DATE	REVISION	CHKD	DATE	APPVD	DATE
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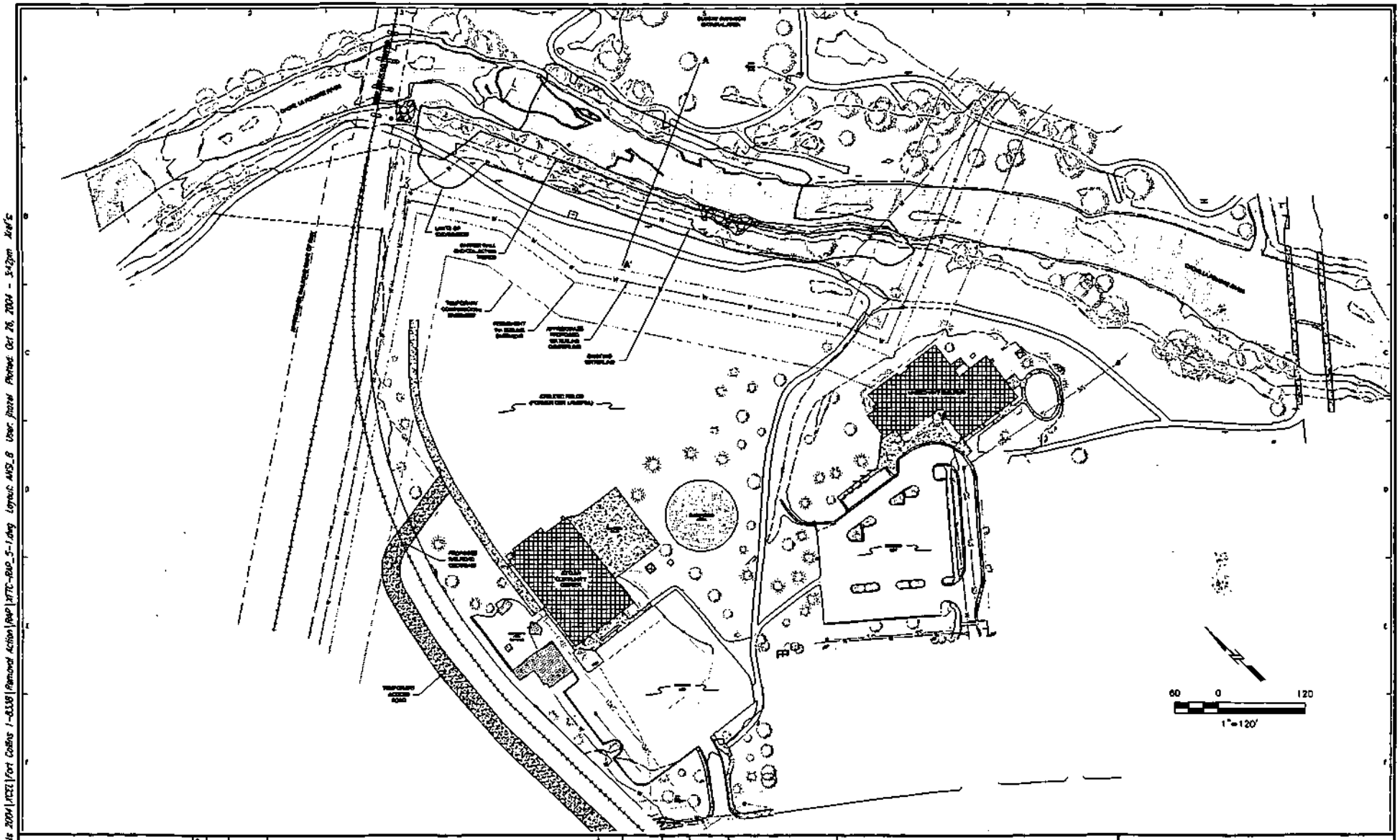
0	MAW	09/10/04	RAP				

DATE 09/10/04

SITE CONFIGURATION

REMOVAL ACTION PLAN

DRAWING NO. FIGURE 2-1 REVISION 0



RETEC

NO	DRWN	DATE	REVISION	CHKD	DATE	APPRD	DATE
3							
4							
3							
2							
1							
0	RAW	09/09/04					

CACHE LA POUDRE RIVER REMOVAL ACTION
PSCo d/b/a XCEL ENERGY
FORT COLLINS, COLORADO (XCEL1-16336-325)

CURRENT DATE 09/10/04

SITE PLAN

REMOVAL ACTION PLAN

DRAWING NO. FIGURE 5-1 REVISION 0

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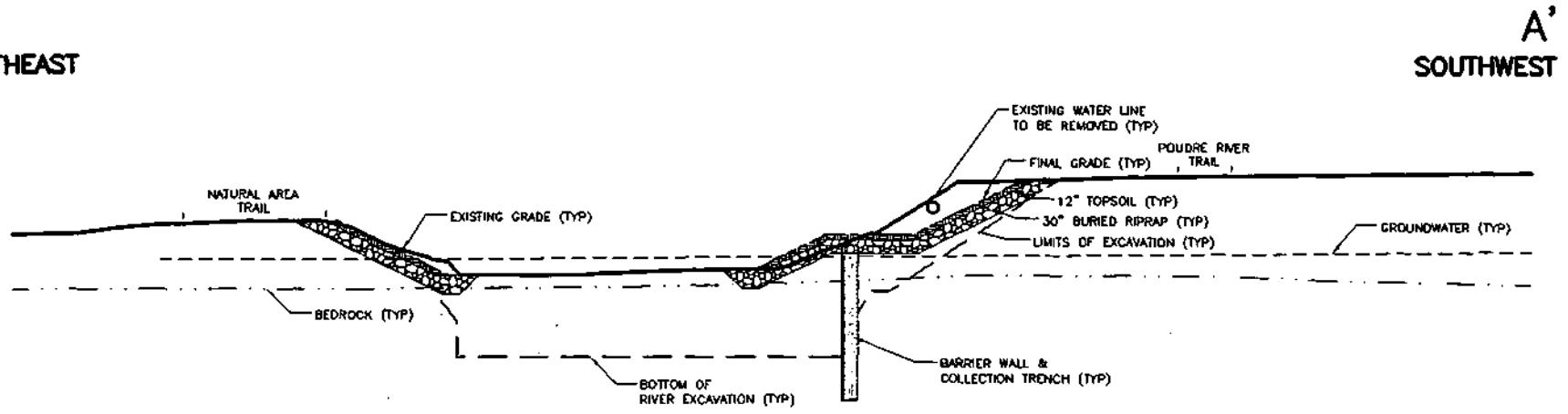
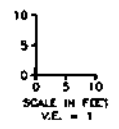


CONCEPTUAL CROSS SECTION
VIEW LOOKING SOUTHEAST (DOWNSTREAM)



RETEC

NO	DRWN	DATE	REVISION	CHKD	DATE	APPVD	DATE
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4							
3							
2							
1							
0	AF	09/10/04	RAP				

CACHE LA POUDRE RIVER REMOVAL ACTION
PSCo d/b/a XCEL ENERGY
FORT COLLINS, COLORADO (XCEL1-18338-325)

CURRENT DATE 09/10/04

CONCEPTUAL DESIGN
CROSS SECTION
REMOVAL ACTION PLAN

DRAWING NO. FIGURE 5-2 REVISION 0

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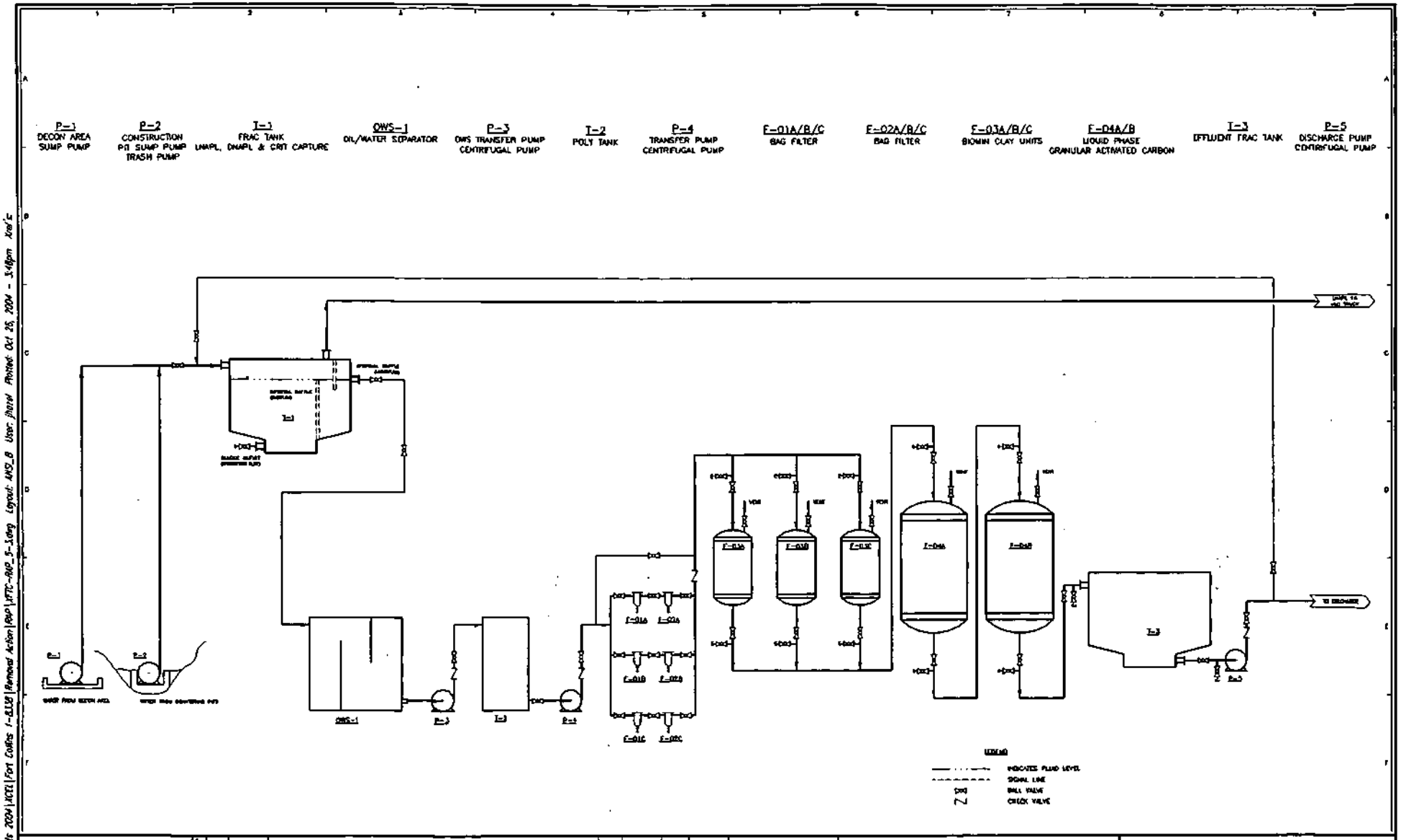

RETEC

NO	DRWN	DATE	REVISION	CHKD	DATE	APPVD	DATE
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4							
3							
2							
1							
0	MAE	09/10/04	RAP				

CACHE LA POUDRE RIVER REMOVAL ACTION
PSCo d/b/a XCEL ENERGY
FORT COLLINS, COLORADO (XCEL1-16338-325)

CURRENT DATE 09/10/04

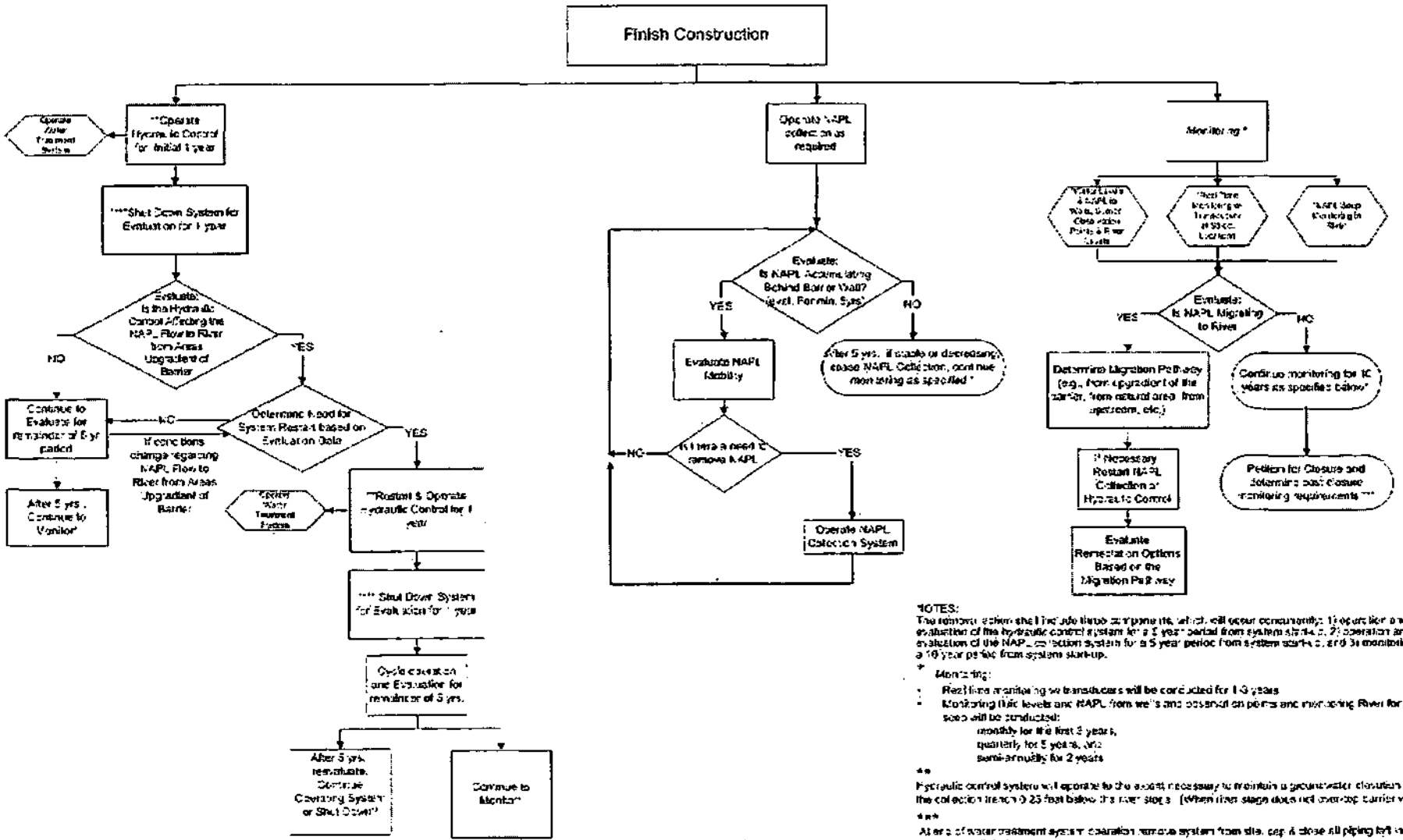
PROCESS FLOW DIAGRAM
WATER TREATMENT SYSTEM
REMOVAL ACTION PLAN

DRAWING NO. FIGURE 5-3 REVISION 0

File: K:\Projects 2004\XCEL\Fort Collins 1-8338\Removal Action\RAP\XTC-RAP_5-3.dwg Layout: ANSI_B User: jhazel Plotted: Oct 25, 2004 - 3:48pm Xref's:

Figure 5-4
OM&M Flow Chart
Poudre River Site
Removal Action Plan

RETEC



NOTES:
The remedial action shall include three components, which will occur concurrently: 1) operation and evaluation of the hydraulic control system for a 5 year period from system start-up, 2) operation and evaluation of the NAPL collection system for a 5 year period from system start-up, and 3) monitoring for a 10 year period from system start-up.

* Monitoring:

- Real time monitoring w/ transducers will be conducted for 1-5 years
- Monitoring fluid levels and NAPL from wells and observation points and monitoring River for NAPL sheen will be conducted:
  - monthly for the first 2 years,
  - quarterly for 3 years, and
  - semi-annually for 2 years

**

Hydraulic control system will operate to the extent necessary to maintain a groundwater elevation in the collection trench 0.25 feet below the river stage. (When river stage does not overtop barrier wall.)

***

After cessation of water treatment system operation remove system from site, cap & close all piping left in-situ, abandon wells/piezometers as necessary.

****

1 year references a period lasting through 1 high and 1 low flow season. Upon agreement and based on field conditions this period may be adjusted longer or shorter based on engineering judgment.

POUDRE RIVER REMOVAL ACTION PLAN
PROJECT SCHEDULE - MAJOR MILESTONES

Task Name	Start	4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Removal Action Design - 90% Submittal	November 15, 2004		■										
Initiate Removal Action Field Activities	December 1, 2004		■										
Initiate River Diversion	January 10, 2005				■								
Begin Site Restoration	May 1, 2005								■				
Begin Operations, Monitoring, & Maintenance	August 1, 2005											■	

Project: Removal Action Plan Schedule
Date: October 26, 2004

Task		Milestone	■	External Tasks	
Split		Summary	■	External Milestone	
Progress		Project Summary		Deadline	

FIGURE 9-1

Attachment 2
ARAR Discussion

Applicable or Relevant and Appropriate Requirements (ARARs) for the Removal Actions at the Pudre River Site in Fort Collins, Larimer County,

In accordance with Section 300.415(j) of the NCP, all ARARs for the Site will be attained, to the extent practicable, given the scope of the project and the urgency of the situation.

Statute	Implementing Regulation	Status	Requirements	Comments
FEDERAL ARARS				
Endangered Species Act	50 CFR 200 50 CFR 402	R	Protects threatened or endangered (T&E) species and their habitat. Requires coordination with federal agencies to mitigate impacts.	If T&E species are identified within the removal areas, activities must be designed to conserve the T&E species and their habitat. To date no T&E species have been identified.
Fish & Wildlife Coordination Act	33 CFR 320-330 40 CFR 6.302(h) 50 CFR 83	R	Requires coordination with federal and state agencies for activities that have a negative impact on wildlife and/or non-game fish.	If the removal action involves activities that affect wildlife and/or non-game fish, conservation of habitats must be undertaken.
Clean Air Act	40 CFR Part 61thru 63	A	National Emission Standards for Hazardous Air Pollutants (NESHAPS)	Benzene may be present at sufficient concentrations to trigger the need for mitigation.
National Historic Preservation Act	36 CFR 800 40 CFR 6.301 (b) 43 CFR 7	N	Establishes procedures to take into account the effect of actions on any historical properties included on or eligible for inclusion on the National Register of Historic Places. If the activity will have an adverse effect, and this effect can not be reasonably avoided, measures need to be taken to minimize or mitigate the effects.	If cultural resources on or eligible for the national register are present, it will be necessary to determine if there will be an adverse effect and if so how the effect may be minimized or mitigated. To date, no potential historic sites have been identified.

Statute	Implementing Regulation	Status	Requirements	Comments
Archeological and Historic Preservation Act		N	Provides for the preservation of historical and archeological data that might be lost as part of a federal action. It differs from NHPA in that it encompasses a broader range of resources than those listed on the National Register and mandates only the preservation of data (including analysis and publication).	No potentially affected Resources have been identified.
Clean Water Act	40 CFR 122 National Pollutant Discharge Elimination System	A	Provides for the control of the discharge of CWA hazardous substances into waters of the US.	A set of discharge parameters and standards have been developed for the Site, which have been reviewed by EPA and CDPHE.

Attachment 2
ARAR Discussion

Applicable or Relevant and Appropriate Requirements (ARARs) for the Removal Actions at the Poudre River Site in Fort Collins, Larimer County,

In accordance with Section 300.415(j) of the NCP, all ARARs for the Site will be attained, to the extent practicable, given the scope of the project and the urgency of the situation.

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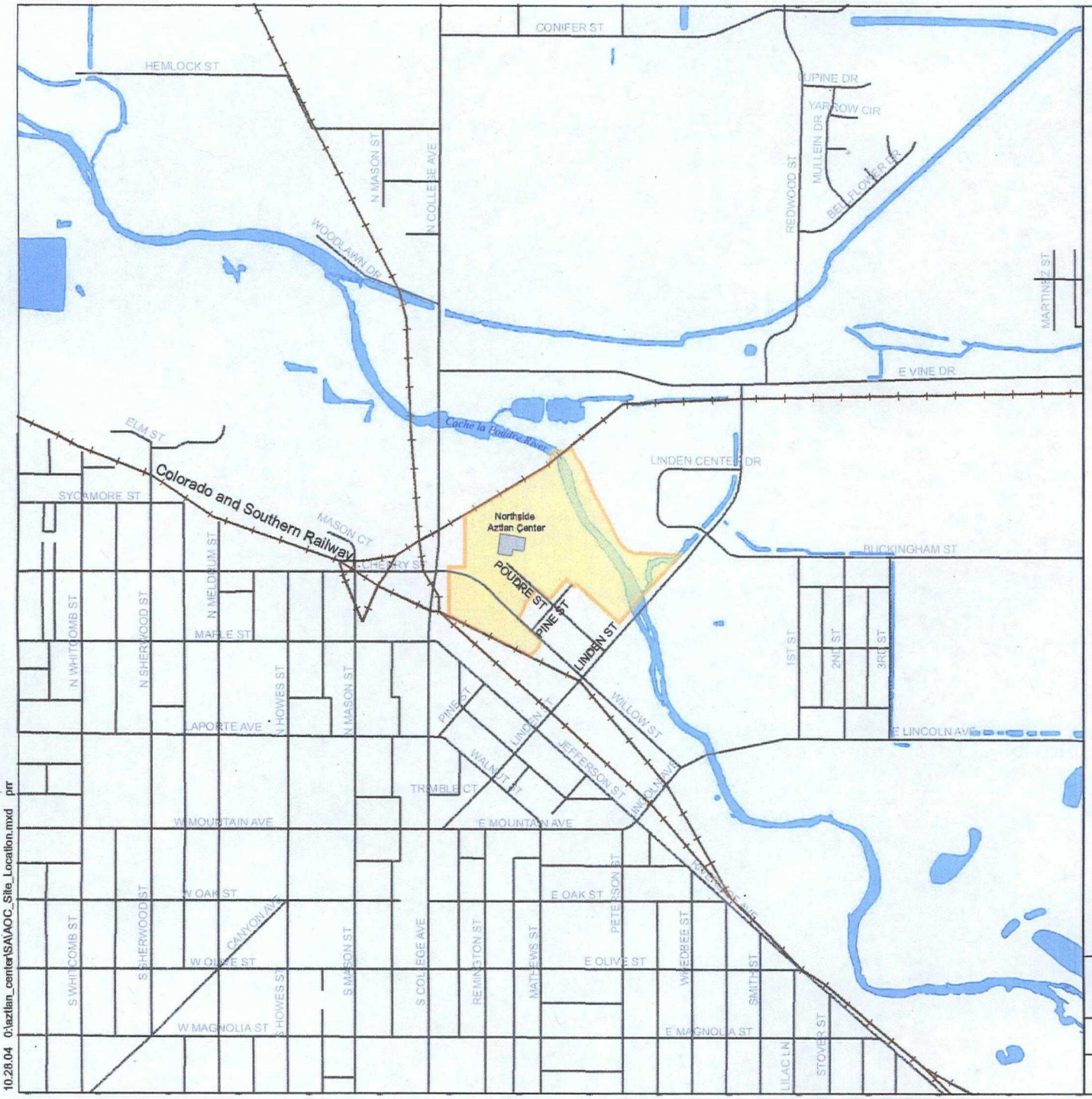
Color Map(s)

The following pages contain color that does not appear in the scanned images.

To view the actual images, please contact the Superfund Records Center at (303) 312-6473.

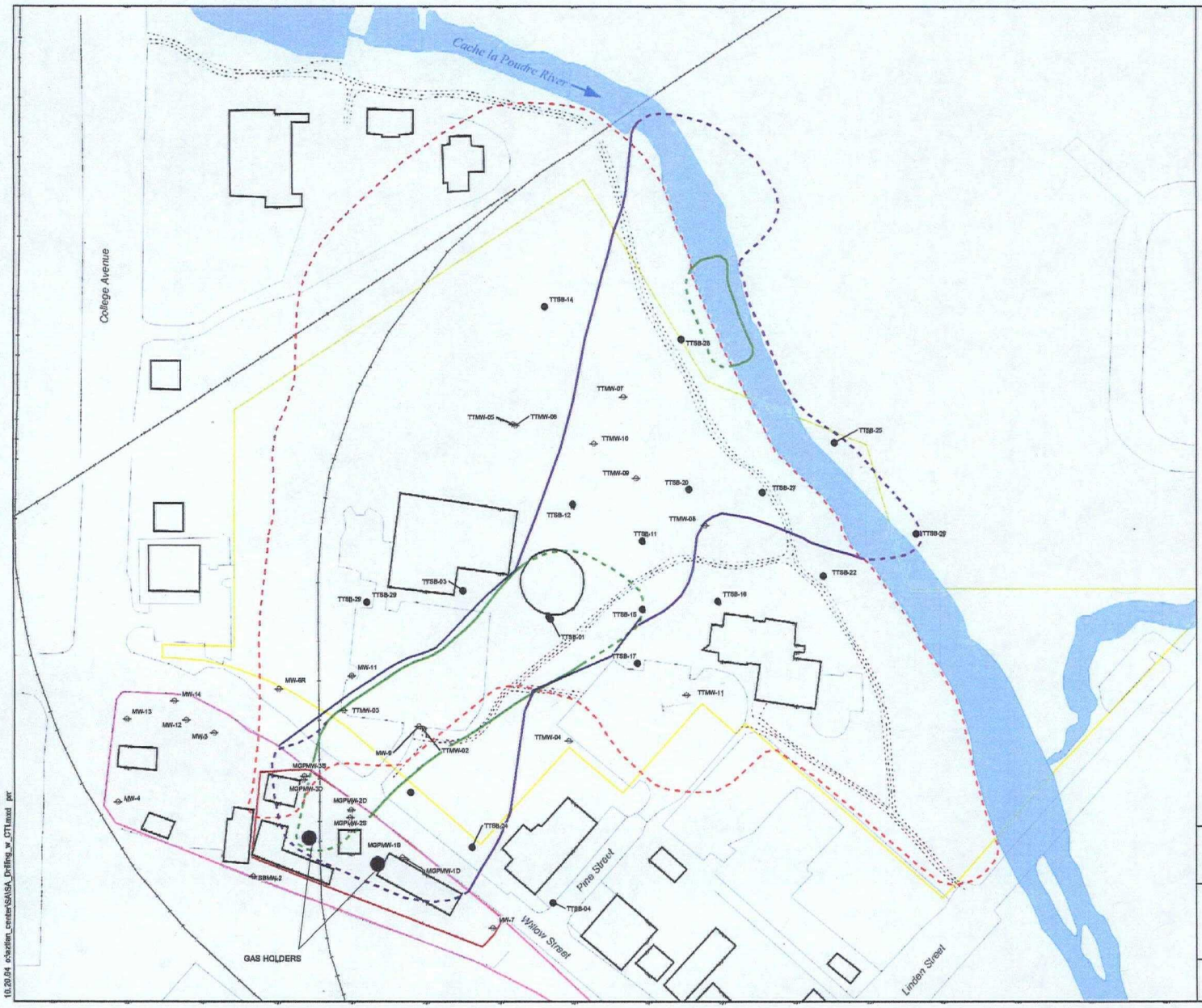


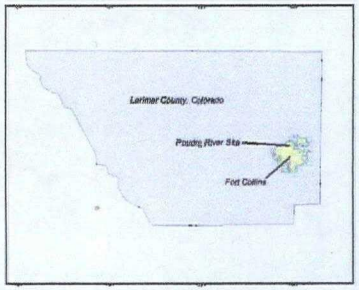
POUDRE RIVER SITE
ADMINISTRATIVE ORDER OF CONSENT
LARIMER COUNTY, COLORADO

Figure 1
Site Location

Tetra Tech EMI - START 2
TDD No. S05-0310-016

10.28.04 0:\aztlan_center\SA\AOC_Site_Location.mxd prr





Location Map

Legend

- Soil Boring
- Monitoring Well
- Approximate Boundary of NAPL Impacts in Bedrock (dashed where inferred)
- Approximate Boundary of NAPL Impacts Observed in Unconsolidated Alluvium (dashed where inferred)
- Recreation Path
- Paved Area
- Railroad
- Building
- Approximate Extent of Old Landfill
- Site Outline
- Former Location of Poudre Valley Gas Company
- Schrader Oil or Public Service Company Property

0 150 300
Feet

POUDRE RIVER SITE
SITE ASSESSMENT
LARIMER COUNTY, COLORADO

Figure
SA Drilling Locations with
Extent of Coal Tar Impacts

Tetra Tech EMI - START 2
TDD No. S05-0310-016

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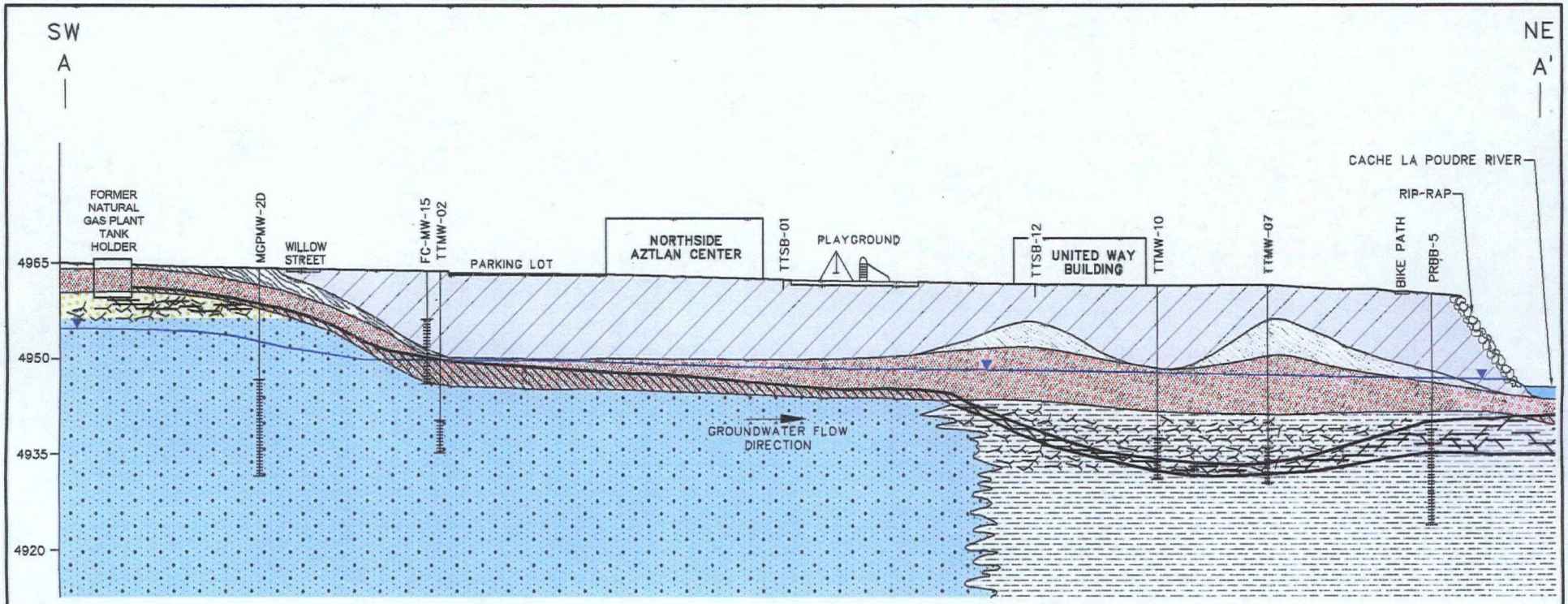

LEGEND

- WATER TABLE (APPROXIMATE)
- POST-PINEY CREEK ALLUVIUM (UPPER HOLOCENE)
- BROADWAY ALLUVIUM (PLEISTOCENE)
- MASSIVE GLAUCANITIC SANDSTONE (PIERRE SHALE)
- LAMINATED SILTY SANDSTONE/SILTSTONE (PIERRE SHALE)
- LAMINATED, FRACTURED SILTSTONE SILTY SANDSTONE (PIERRE SHALE)
- LANDFILL MATERIAL
- COAL TAR
- HIGHLY WEATHERED FRACTURED SANDSTONE (PIERRE SHALE)
- COAL TAR
- WELL SCREEN INTERVAL

NO SCALE
1:5 APPROXIMATE VERTICAL EXAGGERATION

POUDRE RIVER SITE ASSESSMENT
LARIMER COUNTY, COLORADO

FIGURE 3
CONCEPTUAL SITE MODEL DIAGRAM
GEOLOGIC CROSS-SECTION A-A'

Tetra Tech EMI - START 2
TDD No. S05-0310-016

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Business Auto Declarations

ACE USA

- ☐ 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 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
- ☐ ACE Property and Casualty Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101
- ☐ Indemnity Insurance Company of North America
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101
- ☐ Insurance Company of North America
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101
- ☐ Pacific Employers Insurance Company
  1601 Chestnut Street, P.O. Box 41484
  Philadelphia, Pennsylvania 19101-1484

POLICY NO. ISA H07944287

ITEM ONE

NAMED INSURED AND ADDRESS

Xcel Energy Inc.
800 Nicollet Mall, #2900
Minneapolis, MN 55402

POLICY PERIOD: From 08/01/2003 to 08/01/2004 at 12:01 A.M. Standard Time at your mailing address shown above.

AUDIT PERIOD: Annual, unless otherwise stated: ☐ Semi-annual; ☐ Quarterly; ☐ _____ ; ☒ Not Subject

FORM OF BUSINESS: ☒ CORPORATION ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ OTHER _____

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.

Premium shown is payable: $ 57,292 at inception.

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York)

See Schedule of Forms & Endorsements

Copyright, Insurance Services Office, Inc., 1993

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

George D. Mulligan
GEORGE D. MULLIGAN, Secretary

Susan Rivera
SUSAN RIVERA, President

WESTCHESTER FIRE INSURANCE COMPANY
1133 Avenue of the Americas, 32nd Floor, New York, NY 10036

George D. Mulligan
GEORGE D. MULLIGAN, Secretary

Brian E. Dowd
BRIAN E. DOWD, President

Authorized Agent

BUSINESS AUTO DECLARATIONS (Continued)

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	$ 2,000,000	$ 57,292
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH PIP ENDORSEMENT MINUS $ Ded	$ Included
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT	$
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ Ded FOR EACH ACCIDENT	$
AUTO MEDICAL PAYMENTS	2	$ 5,000	$ Included
UNINSURED MOTORISTS	2	$ Min Financial Responsibility	$ Included
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	$ Min Financial Responsibility	$ Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ 1,000 Ded. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR for hired or borrowed "autos."	$ Included
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $25 Ded. FOR EACH COVERED AUTO. FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR for hired or borrowed "autos."	$
PHYSICAL DAMAGE COLLISION COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ 1,000 Ded. FOR EACH COVERED AUTO. See ITEM FOUR for hired or borrowed "autos."	$ Included
PHYSICAL DAMAGE TOWING AND LABOR (Not Available in California)		$ for each disablement of a private passenger auto	$
		PREMIUM FOR ENDORSEMENTS	$ Included
		ESTIMATED TOTAL PREMIUM	$ 57,292

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Policy No. ISA H07944287

BUSINESS AUTO DECLARATIONS (Continued)
MOTOR CARRIER DECLARATIONS (Continued)
TRUCKERS DECLARATIONS – (Continued)

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Description - Classification)

	DESCRIPTION			TERRITORY
		PURCHASED		
Covered Auto No.	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)	Original Cost New	Actual Cost & NEW (N) USED (U)	Town & State Where the Covered Auto will be principally garaged
	According to Schedule on File with Company			

Covered Auto No.	CLASSIFICATION								Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.
	Radius of Operation	Business use s = service r= retail c= commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	
					Liab.	Phy. Dam.			

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BUSINESS AUTO DECLARATIONS – (Continued)

MOTOR CARRIER DECLARATIONS - (Continued)

TRUCKERS DECLARATIONS – (Continued)

ITEM THREE (Continued)

SCHEDULE OF COVERED AUTOS YOU OWN (Coverages)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLE (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROP. PROT. (Mich. only)	
	Limit	Premium	Limit stated in each P.I.P. End. minus deductible shown below	Premium	Limit stated in each Added P.I.P. End. Premium	Limit stated in P.P.I. End. minus deductible shown below.	Premium
			Included				
Total Premium		$		$	$		$

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLE (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	AUTO. MED PAY		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		
	Limit	Premium	Limit	Premium	Limit	Premium	
Total Premium		$		$		$	

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLE (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS	COLLISION		TOWING & LABOR	
	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit Per Disablement	Premium
Total Premium		$	$		$		$

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BUSINESS AUTO DECLARATIONS – (CONTINUED)

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If liab. Cov. Is primary)	PREMIUM
Various	If Any			Included
			TOTAL PREMIUM	$ Included

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE. COST OF REPAIRS OR $ 50,000 WHICHEVER IS LESS. MINUS $1,000 Ded. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.			
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE. COST OF REPAIRS OR $ WHICHEVER IS LESS. MINUS $25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE. COST OF REPAIRS OR $ 50,000 WHICHEVER IS LESS. MINUS $1,000 Ded. FOR EACH COVERED AUTO.			
		TOTAL PREMIUM	$	

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BUSINESS AUTO DECLARATIONS (Continued)

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		$ Included
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$
			$

ITEM SIX
SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS – LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly ☐ Gross Receipts ☐ Mileage ☐ Number of Autos	RATES ☐ Per $100 of Gross Receipts ☐ Per Mile ☐ Per Auto Per Month		PREMIUMS	
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
	TOTAL PREMIUMS			
	MINIMUM PREMIUMS			

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.

B. Advertising Revenue.

C. Taxes which you collect as a separate item and remit directly to a governmental division.

D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

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SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured	Xcel Energy Inc.			Endorsement Number (Page 1 of 3)
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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.

SCHEDULE OF COVERAGE FORMS

IL00171198	Common Policy Conditions
CA00010797	Business Auto Coverage Form

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1.	CC1E15	Schedule Of Named Insureds
2.	DA5X69A	Composite Rate Endorsement
3.	DA6U65a	Deductible Endorsement
4.	DA5U29	Waiver Of Transfer Of Rights Of Recovery Against Others
5.	CC1E15	Knowledge Of An Accident
6.	CC1E15	Cancellation By Us
7.	CC1E15	Unintentional Failure To Disclose Hazards
8.	CC1E15	Physical Damage Vehicle Schedule
9.	CC1E15	This Insurance is Primary
10.	CC1E15	Notice Of Cancellation Designated Person Or Organization
11.	CC1E15	Full Glass Coverage
12.	DA9U74	Additional Insured - Designated Persons Or Organizations
13.	DA9U74	Additional Insured - Designated Persons Or Organizations
14.	DA9T51	Mexico Coverage Endorsement
15.	MCS900396	Endorsement For Motor Carrier Policies Of Insurance For Public Liability
16.	IL00210498	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
17.	CA00220299	Changes In Commercial Auto Coverage Forms
18.	CA20011293	Additional Insured - Lessor
19.	CA99031293	Auto Medical Payments Coverage
20.	CA99100797	Drive Other Car Coverage - Broadened Coverage For Named Individual
21.	CA99161293	Hired Autos Specified As Covered Autos You Own
22.	CA20480299	Designated Insured
23.	TRIA11	Policyholder Disclosure Notice of Terrorism Insurance Coverage
24.	CA02020796	Arizona Changes - Cancellation
25.	CA21400598	Arizona Underinsured Motorists Coverage
26.	CA21390598	Arizona Uninsured Motorists Coverage
27.	CA01430297	California Changes
28.	IL02700498	California Changes - Cancellation and Nonrenewal

Authorized Agent

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured	Xcel Energy Inc.			Endorsement Number (Page 2 of 3)
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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
29.	CA21540297	California Uninsured Motorists Coverage - Bodily Injury
30.	IL02280498	Colorado Changes - Cancellation and Nonrenewal
31.	IL01690498	Colorado Changes - Concealment, Misrepresentation or Fraud
32.	CA22031097	Colorado Personal Injury Protection
33.	CA21501097	Colorado Uninsured Motorists Coverage - Bodily Injury
34.	CA01071097	Connecticut Changes
35.	IL02601287	Connecticut Changes - Cancellation And Nonrenewal
36.	CA21570295	Connecticut Uninsured And Underinsured Motorists Coverage
37.	CA01221298	Kansas Changes
38.	CA02650296	Kansas Changes - Cancellation And Nonrenewal
39.	CA22141097	Kansas Personal Injury Protection
40.	CA21371295	Kansas Uninsured Motorists Coverage
41.	CA01380897	Minnesota Changes
42.	CA02180698	Minnesota Changes - Cancellation And Nonrenewal
43.	CA22250498	Minnesota Personal Injury Protection
44.	CA21240997	Minnesota Uninsured And Underinsured Motorists Coverage
45.	CA02500394	New Mexico Cancellation Changes
46.	CA21151097	New Mexico - Uninsured Motorists Coverage
47.	CA01320394	Oklahoma Changes
48.	IL01790494	Oklahoma Notice
49.	CA21181097	Oklahoma Uninsured Motorists Coverage
50.	IL02360498	Oklahoma Changes - Cancellation And Nonrenewal
51.	IL01841294	South Dakota Changes - Appraisal
52.	CA21410597	South Dakota Uninsured And Underinsured Motorists Coverage
53.	IL02320902	South Dakota Changes - Cancellation and Nonrenewal
54.	TE0039B	Amendatory Endorsement - Texas
55.	TE0040A	Amendatory Endorsement - Texas
56.	TE0401C	Personal Injury Protection Endorsement - Texas
57.	TE0409D	Uninsured/Underinsured Motorists Insurance
58.	TE9960A	Supplementary Death Benefit
59.	CA01171097	Wisconsin Changes
60.	IL02830498	Wisconsin Changes - Cancellation And Nonrenewal
61.	CA21451097	Wisconsin Underinsured Motorists Coverage
62.	CA21030296	Wisconsin Uninsured Motorists Coverage
63.	IL02520900	Wyoming Changes - Cancellation and Nonrenewal
64.	CA01440394	Wyoming Changes - Duty To Defend

Authorized Agent

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured	Xcel Energy Inc.			Endorsement Number (Page 3 of 3)
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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
65.	CA21231097	Wyoming Uninsured Motorists Coverage
66.	CA99370299	Garagekeepers Coverage
67.	CA99481001	Pollution Liability - Broadened Coverage For Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms
68.	CA20551001	Fellow Employee Coverage
69.	CC1E15	Notice of Cancellation Designated Person or Organization
70.	CC1E15	Amendment to Other Insurance Condition - Primary and Non-Contributory
71.	CC1E15	Amendatory Endorsement

Authorized Agent

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.

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BUSINESS AUTO 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. The words "we", "us" and "our" refer to the Company providing this insurance.

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

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

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(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

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

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** 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.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

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6. **Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. **Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, 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 warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

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

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

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

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

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

11. **Pollution**

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

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. **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.

13. **Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extension**

We will pay up to $15 per day to a maximum of $450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

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b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

   Exclusions **4.c.** and **4.d.** do not apply to:

   a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

   b. Any other electronic equipment that is:

      (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

      (2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

C. Limit Of Insurance

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

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SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

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B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. 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 "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This 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.

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SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

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

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

F. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

G. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

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

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

5. 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

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

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

H. "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".

I. "Loss" means direct and accidental loss or damage.

J. "Mobile equipment" 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 Paragraphs **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 Paragraphs **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:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) 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 or well servicing equipment.

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

L. "Property damage" means damage to or loss of use of tangible property.

M. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

N. "Temporary worker" means a person who is furnished to you for a finite time period to support or supplement your workforce in special work situations such as "employee" absences, temporary skill shortages and seasonal workloads.

O. "Trailer" includes semitrailer.

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SCHEDULE Of Named Insureds

Named Insured	Xcel Energy Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

Xcel Energy Inc. including any subsidiary corporation thereof, of any tier as now or hereafter constituted and any other legal entity in which you have more than 50% ownership or over which you exercise management or financial control.

Authorized Agent

COMPOSITE RATE ENDORSEMENT

Named Insured				Endorsement Number
Xcel Energy Inc.				2
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
ISA	H07944287	08/01/2003	to 08/01/2004	08/01/2003
Issued By (Name of Insurance Company)				
ACE American 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 Auto Coverage Part

Paragraph a. of Condition B.6. PREMIUM AUDIT, is replaced by the following:

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. You shall maintain a record of the number of "autos" you own (including "autos" you lease or borrow for a period of 6 months or longer). You shall send us copies of such reports at the end of the policy period, and at such times during the policy period as we may direct. We will compute the final premium by application of the composite rates shown below to the average number of "autos", determined by totaling the number of "autos" as of the beginning of the policy and the number as of the expiration of the policy, and dividing by two (2). The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

SCHEDULE

Type of "Auto"	**Estimated No.**	**Rate Per "Auto"**	**Deposit Premium**
Private Passenger		$	$
Other Power Units	3,854	$ Flat	$ 57,292
Trailers		$	$
Uninsured/ Underinsured Motorists	Estimated No.	Rate Per "Auto"	Deposit Premium
Private Passenger		$	$
Other Power Units		$	$
PIP/Med Pay	Estimated No.	Rate Per "Auto"	Deposit Premium
Private Passenger		$	$
Other Power Units		$	$
Trailers		$	$
Physical Damage	**Estimated No.**	**Rate Per "Auto"**	**Deposit Premium**
Private Passenger		$	$
Other Power Units		$	$
Trailers		$	$
			$ 57,292

STATE SCHEDULE

State	PPTs	Power Units	Trailers
AL			
AK			
AZ		28	
AR			
CA		29	
CO		1,437	
CT		3	
DE			
DC			
FL			
GA			
HI			
ID			
IL			
IN			
IA			
KS		1	
KY			
LA			
ME			
MD			
MA			
MI			
MN		1,213	
MS			
MO			

State	PPTs	Power Units	Trailers
MT			
NE			
NV			
NH			
NJ			
NM		100	
NY			
NC			
ND			
OH			
OK		12	
OR			
PA			
RI			
SC			
SD		40	
TN			
TX		545	
UT			
VT			
VA			
WA			
WV			
WI		398	
WY		48	
TOTAL			

Authorized Agent

DEDUCTIBLE ENDORSEMENT

Named Insured Xcel Energy Inc.				Endorsement Number 3
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 TO 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company ACE American 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 AUTOMOBILE COVERAGE PART

SCHEDULE

Deductible Per Accident $ 2,000,000

Claims Service Organization GE Young

1. Our obligation to pay damages under this policy applies only to the amount of damages in excess of the Deductible amount stated in the Schedule above. The Limits of Insurance will be reduced by the amount of "losses" included in the Deductible.

   The Deductible Per Accident shall apply separately as follows:

   a. To all "losses" under the Liability coverage provided by this policy;

   b. To all "losses" under the Uninsured Motorists or Underinsured Motorists coverage provided by this policy; and

   c. To all "losses" under the Personal Injury Protection and Added Personal Injury Protection (or equivalent No Fault and added No Fault) coverage or Medical Payments provided by this policy.

2. You and we mutually agree that the Claim Service Organization shown in the Schedule will provide investigation, administration, adjustment, and settlement services, and will provide for the defense of all claims or "suits" arising under this policy. Accordingly, you agree with us that we shall have no duty to defend any such "suit", nor to pay any "allocated loss adjustment expense" with respect to such claim or "suit".

3. You will pay

   a. all sums the "insured" becomes legally obligated to pay within the Deductible Per Accident; and

   b. all Allocated Loss Adjustment Expense.

4. We will have the right at our sole discretion:

   a. to pay any damages under this policy within the Deductible Per Accident 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 Accident 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 Accident.

   d. to pay any "allocated loss adjustment expense" incurred by us associates 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.

DEFINITIONS

When used in this endorsement:

"**Deductible Per Accident**" shall mean the amount of "losses" under this policy which you have a duty to pay and which arise from any one "accident" to which insurance applies under this policy.

"**Allocated Loss Adjustment Expense**" shall mean the expenses, costs, and interest provided for under Section II.A.2.a. Supplementary payments of this policy, or any other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or "suit" arising under this policy, which the Claim Service Organization shown in the Schedule, under its accounting practices, directly allocates to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements. "Allocated loss adjustment expense" shall not include the salaries of our employees, overhead, adjuster's fees, the Claim Service Organization employees or any potential Claim Service Organization employees.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Xcel Energy Inc.			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H07944287	08/01/2003 to 08/01/2004	08/01/2003
Issued By (Name of Insurance Company)			
ACE American 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:

BUSINESS AUTO POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract or agreement provided such contract or agreement was executed prior to the date of loss.

The following replaces Provision 5., TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US under **SECTION IV – BUSINESS AUTO CONDITIONS:**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for "loss" to covered "auto" or its equipment under SECTION III – PHYSICAL DAMAGE COVERAGE.

Authorized Agent

KNOWLEDGE OF AN ACCIDENT

Named Insured	Xcel Energy Inc.			Endorsement Number 5
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
GARAGE COVERAGE FORM

The following is added to Condition A.2. Duties in the Event of Accident, Claim, Suit or Loss:

d. Knowledge of an accident by any of your agents, servants or employees shall not constitute knowledge by Risk Manager unless one of your executive officers or anyone responsible for administering your insurance program has received notice from the agent, servant or employee.

Authorized Agent

CANCELLATION BY US

Named Insured	Xcel Energy Inc.			Endorsement Number 6
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

Paragraph A.2. of CANCELLATION (Common Policy Conditions) 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) 90 days before the effective date of cancellation if we cancel for any other reason; or

   (c) 90 days before the expiration date for non-renewal; or

   (d) 90 days before the effective date of cancellation for material change.

Authorized Agent

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Named Insured	Xcel Energy Inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

Failure of the Insured to disclose all hazards existing as of the inception date of this policy shall not prejudice in the Insured with respect to the coverage afforded by this policy, provided such failure is not intentional.

Authorized Agent

PHYSICAL DAMAGE VEHICLE SCHEDULE

Named Insured	Xcel Energy Inc.			Endorsement Number 8R
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

Physical Damage Comprehensive & Collision Coverage applies to all autos owned by the following entities only:

Applied Power
Black Mountain Gas
Eloigne Corp.
Eprime
Planergy International
Energy Masters
Precision Resource
Quixx Corporation
Seren Innovations
Home Smart
Universal Utility
Utility Engineering
Proto Power

8/5/2003 lcr

Authorized Agent

THIS INSURANCE IS PRIMARY

Named Insured	Xcel Energy Inc.			Endorsement Number 9
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

If required by written contract, it is hereby agreed that the insurance provided under this policy is primary and not excess to or contributing with any other insurance or self-insurance maintained by any insureds.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

NOTICE OF CANCELLATION DESIGNATED PERSON OR ORGANIZATION

Named Insured	Xcel Energy Inc.			Endorsement Number 10 R
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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 under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that in the event of cancellation of this policy by us we will provide written notice within the stated number of days prior to the Date of Cancellation to the following:

50 Day Notice of Cancellation to:
Arizona State Land Department
R/W Section
1616 W. Adam
Phoenix, AZ 85007

45 Day Notice of Cancellation to:
City and County of Denver
Director of Purchasing
303 West Colfax, Suite 675
Denver, CO 80204

30 Day Notice of Cancellation to:
The City of Shakopee
Attn: Judy Cox
129 S. Holmes Street
Shakopee, MN 55379

City of Glendale
633 East Broadway, Room 209
Glendale, CA 91205-4385 to:

Duke Energy Field Services, LP
Materials Management
3300 North A. Street, Building 7
Midland, TX 79705-5421

New York Power Authority
Senior Procurement Agent
123 Main Street
White Plains, NY 10601

30 Day notice of Cancellation to:
Department of General Services
Energy Management Division
717 K Street, Suite 409
Sacramento, CA 95814

City Attorney
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Municipal Electric Authority of Georgia
(MEAG)
1470 River Edge Parkway NW
Atlanta, GA 30328-4686

City of Minneapolis
Purchasing
350 S. 5th St. Room 323 City Hall
Minneapolis, MN 55415

15 Day Notice of Cancellation to:
The State Board of Electricity
Griggs Midway Building, Suite S-128
1821 University Avenue
St. Paul, MN 55104

12/12/2003 tje

Authorized Agent

FULL GLASS COVERAGE

Named Insured				Endorsement Number
Xcel Energy Inc.				11
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
ISA	H07944287	08/01/2003 to	08/01/2004	08/01/2003
Issued By (Name of Insurance Company)				
ACE American 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:

BUSINESS AUTO COVERAGE FORM

In consideration of no change in premium, Full Glass Coverage is provided for all scheduled vehicles.

All other terms and conditions remain the same.

Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured				Endorsement Number
Xcel Energy Inc.				12
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
ISA	H07944287	08/01/2003	to 08/01/2004	08/01/2003
Issued By (Name of Insurance Company)				
ACE American 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:

BUSINESS AUTO POLICY
TRUCKERS POLICY
GARAGE POLICY

Additional Insured(s): LLC Members, Managers within scope of duties

A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your employees or agents.
3. Any person operating a covered "auto" with permission from You, any of your employees or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured	Xcel Energy Inc.			Endorsement Number 13
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO POLICY
TRUCKERS POLICY
GARAGE POLICY

Additional Insured(s): The City of Glendale, its officers, agents and employees are added as additional insured as agreed to by written contract.

A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your employees or agents.
3. Any person operating a covered "auto" with permission from You, any of your employees or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Agent

MEXICO COVERAGE ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 14
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 TO 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

Auto accidents in Mexico are subject to the laws of Mexico only – NOT the laws of the United States of America. Unlike the United States, the Republic of Mexico considers an auto accident a CRIMINAL OFFENSE as well as a civil matter.

In some cases, the coverage under this endorsement may NOT be recognized by Mexican authorities and the company may not be allowed to implement this coverage at all in Mexico. You should consider purchasing auto coverage from a licensed Mexican Insurance Company before driving into Mexico.

The coverages provided by this policy for covered "autos" are extended to "accidents" occurring in Mexico within 75 miles from the boundary of the United States of America. This extension only applies for infrequent trips into Mexico that do not exceed ten days at any one time.

SECTION II – LIABILITY COVERAGE is changed as follows:

The following Exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and used in the United States;
2. To any "insured" who does not live in the United States;

The PHYSICAL DAMAGE COVERAGE Section is changed as follows:

B. The following Exclusions are added:

We do not provide any coverage:

1. If your covered "auto" is not principally garaged and used in the United States;
2. To any "insured" who does not live in the United States.

THE FOLLOWING CONDITION IS ADDED:

We will pay "losses" under PHYSICAL DAMAGE to your covered "auto" in the United States, not in Mexico. If your covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made. We will not pay the cost of towing, transporting or salvaging your covered "auto" while it is within Mexico.

The CONDITIONS Section is changed as follows:

B. GENERAL CONDITIONS

5. OTHER INSURANCE

The following is added to OTHER INSURANCE provisions:

e. The insurance we provide by this endorsement will be excess over any other collectible insurance.

7. POLICY PERIOD, COVERAGE TERRITORY

The coverage territory is:

a. The United States of America;
b. The territories and possessions of the United States of America;
c. Puerto Rico;
d. Canada;
e. The Republic of Mexico within 75 miles from the boundary of the United States of America. This extension only applies for infrequent trips into Mexico which do not exceed ten days at any one time.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

Authorized Agent

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 Xcel Energy Inc. of 800 Nicollet Mall, #2900, Minnesota, MN 55402

Dated at Wilmington, DE 19803 this 29th day of August, 2003

Amending Policy No. ISA H07944287 Effective Date 08/01/2003

Name of Insurance Company ACE American Insurance Company

Telephone Number (312) 775-7998 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 $ 2,000,000 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, 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 responsibilty 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
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

ote: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 ounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less ian 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
) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

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:

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"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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION I – LOSS OF USE

Changes In Physical Damage Coverage

Coverage Extension under Physical Damage Coverage is replaced by the following:

Coverage Extensions

A. Transportation Expenses

We will pay up to $15 per day to a maximum of $450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $15 per day, to a maximum of $450.

SECTION II – LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS

Paragraph **7. Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

a. A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

b. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION III – CHANGES IN DEFINITIONS

A. The definition of "insured contract" contained in **Section V – Definitions** of the Business Auto Coverage Form and **Section VI – Definitions** of the Motor Carrier and Truckers Coverage Forms is replaced by the following:

"Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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5. 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

   a. 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, roadbeds, tunnel, underpass or crossing; or

   b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

   c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

B. The definition of "insured contract" contained in **Section VI – Definitions** of the Garage Coverage Form is replaced by the following:

   "Insured contract" means:

   1. A lease of premises;
   2. A sidetrack agreement;
   3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
   6. An elevator maintenance agreement;
   7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

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

   1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
      b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
   2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
   3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
   4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or
   5. 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, roadbeds, tunnel, underpass or crossing.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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 08/01/2003	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

Insurance Company ACE American Insurance Company
Policy Number ISA H07944287
Effective Date 08/01/2003

Expiration Date 08/01/2004

Named Insured Address Xcel Energy Inc.
800 Nicollet Mall #2900
Minnesota, MN 55402

Additional Insured (Lessor) TBD
Address

Designation or Description of Leased "Autos" All autos leased where required by contract

Coverages	Limit of Insurance
Liability	$ 2,000,000 Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	$ as stated on policy
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ 1,000 For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ 1,000 For Each Covered "Auto"
Specified Causes of Loss.	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Auto"

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

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A. 1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" WHO IS AN INSURED is changed to include as an "insured" the lessor named in the Schedule.

2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. LOSS PAYABLE CLAUSE

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. CANCELLATION

1. If we cancel the policy, we will mail notice to the lessor in accordance with the CANCELLATION Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. ADDITIONAL DEFINITION

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. WHO IS AN INSURED

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your employee arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic employees if not entitled to workers' compensation benefits.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the LIMIT OF INSURANCE for AUTO MEDICAL PAYMENTS COVERAGE shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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E. CHANGES IN CONDITIONS

The CONDITIONS are changed for AUTO MEDICAL PAYMENTS COVERAGE as follows:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition does not apply.
2. The reference in OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

Name Of Individual	Liability		Auto Medical Payments	
	Limit	Premium	Limit	Premium
Officers and employees of the named insured to whom a company vehicle has been assigned	$2,000,000	Included	$5,000	Included

Name Of Individual	Uninsured Motorists		Underinsured Motorists		Physical Damage	
					Comp.	Coll.
	Limit	Premium	Limit	Premium		
Officers and employees of the named insured to whom a company vehicle has been assigned	Min. Fin. Resp.	Included	Min. Fin. Resp.	Included	Included	Included

Note – When uninsured motorists is provided at limits higher than the basic limits required by a financial responsibility law, underinsured motorists is included, unless otherwise noted. If underinsured motorists coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

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

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A. This endorsement changes only those coverages where a premium is shown in the Schedule.

B. Changes In Liability Coverage

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

   a. Any "auto" owned by that individual or by any member of his or her household.

   b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured:**

   Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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 08/01/2003	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

Description of Auto: Rented or leased auto while those autos are used by or for you.

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

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto".

B. CHANGES IN LIABILITY COVERAGE

The following is added to WHO IS AN INSURED:

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Blanket as required by written contract, agreement or permit. However, the insurance provided under such contract shall not exceed the scope and/or limits as provided under this policy.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.

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POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured			Endorsement Number
Xcel Energy Inc.			23
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H07944287	08/01/2003 to 08/01/2004	08/01/2003
Issued By (Name of Insurance Company)			
ACE American 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.

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: $ 1146 .

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

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. When this policy is in effect for:
   a. Less than 60 days, and is not a renewal or continuation policy, we may cancel for any reason.
   b. 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
      (1) Nonpayment of premium.
      (2) Your conviction of a crime arising out of acts increasing the hazard insured against.
      (3) Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this insurance, in continuing this policy or in presenting a claim under this policy.
      (4) 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.
      (5) Substantial breach of contractual duties or conditions.
      (6) Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated or implemented by our reinsurer or reinsurers.
      (7) 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.
      (8) Acts or omissions by you or your representative which materially increase the hazard insured against.
   c. We will mail you notice stating the reason for cancellation to your last known address by certified mail or U.S. post office certificate of mailing at least:
      (1) 7 days after the premium due date if cancellation is for nonpayment of premium. Cancellation is effective as of the date of mailing of the notice.
      (2) 10 days prior to the effective date of cancellation if cancellation is for any other reason.
3. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
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.

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

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail you and your agent or broker notice at least 10 days before the end of the policy period.

If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Offer To Renew

If we offer to renew or continue this policy and you do not pay the required renewal or continuation premium when due, thereby not accepting our offer, we may terminate this policy by mailing notice of termination by certified mail or U.S. post office certificate of mailing to you and your agent or broker at the last known addresses at least 7 days after the end of the current policy period.

Termination is to take effect on the earlier of the following dates:

1. The date of the mailing of the notice; or
2. The effective date of any other insurance you have obtained.

However, if you notify us in writing that you:

1. Have obtained other insurance; or
2. Do not wish to renew or continue this policy,

the above provision does not apply and any insurance provided by this policy will terminate in accordance with the following:

1. If you obtain other insurance, any similar insurance provided by this policy will terminate on the effective date of the other insurance.
2. If you notify us in writing that you do not wish to renew or continue, any insurance provided by this policy will terminate at the end of the current policy period.

D. Mailing Of Notices

Proof of mailing of any notice of cancellation or nonrenewal will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after the limits of liability under any liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for that covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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C. **Exclusions**

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. **Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Liability Coverage.

   We will not pay for any element of "loss" for which an insured is entitled to receive payment under any workers' compensation, disability benefits or similar law, if an insured is injured while occupying a vehicle which is used as a public or livery conveyance; or which is rented to others; or is used in a business primarily to transport property or equipment.

E. **Changes In Conditions**

The conditions are changed for Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved, and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
3. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to Underinsured Motorists Coverage.
4. **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:

   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 "accident", only one Coverage Form or policy shall be applicable to the "accident". You shall select the one Coverage Form or policy that will apply. This Condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.
5. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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F Additional Definitions

As used in this endorsement:

1 "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or trailer for which the sum of all bonds or policies applicable at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages resulting from "bodily injury" caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for that covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

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D Limit Of Insurance

1 Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Liability Coverage.

   We will not pay for any element of "loss" for which an insured is entitled to receive payment under any workers' compensation, disability benefits or similar law, if an insured is injured while occupying a vehicle which is used as a public or livery conveyance; or which is rented to others; or is used in a business primarily to transport property or equipment.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment under this coverage, and the "insured", or someone on behalf of the "insured", has a right to recover damages from the owner or operator of the "uninsured motor vehicle", we shall be subrogated to that right.

4. ***Two Or More Coverage Forms Or Policies Issued By Us*** Condition is replaced by the following:

   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 "accident", only one Coverage Form or policy shall be applicable to the "accident". You shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

5. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. For which no liability bond or policy at the time of an "accident" provides at least the amount specified in Section 28-1170 of the Arizona Uniform Motor Vehicle Safety Responsibility Act;

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b For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person making a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. The **Other Insurance** Condition is changed by adding the following:

d. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos", and

2. The other provides coverage to a person not engaged in that business, and

3. At the time of an "accident", a person described in **2.** is operating an "auto" owned by the business described in **1.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in **1.** is excess over any coverage available to that person.

e. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos", and

2. The other provides coverage to a person not engaged in that business, and

3. At the time of an "accident" an "insured" under the Coverage Form described in **1.** is operating an "auto" owned by a person described in **2.**, then the Coverage Form issued to the business described in **1.** is primary and the Liability Coverage issued to a person described in **2.** is excess over any coverage available to the business.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
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. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

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

(1) Nonpayment of premium; or

(2) Discovery of fraud or material misrepresentation by:

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

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

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

3. All Policies In Effect For More Than 60 Days

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

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

(2) Discovery of fraud or material misrepresentation by:

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

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

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

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

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

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

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

(b) Continuation of the policy coverage would:

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

(ii) Threaten our solvency.

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

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

(1) 10 days before the effective date of cancellation if we cancel for a reason listed in Paragraph **3.a.(1)** or **3.a.(2)**; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Businessowners Policy

Commercial Property Coverage Part

Farm Coverage Part – Farm Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Businessowners Policy – Businessowners Special Property Coverage Form;

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Farm Property Coverage Form; Covered Causes Of Loss – Special.

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

NONRENEWAL

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

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

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2 **Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Businessowners Policy

Commercial Property Coverage Part

Farm Coverage Part – Farm Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Businessowners Policy – Businessowners Special Property Coverage Form;

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Farm Property Coverage Form; Covered Causes Of Loss – Special.

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

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3 The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.

4 "Bodily injury" sustained by:

a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

5. "Bodily injury" sustained by you or any "family member" while "occupying" any vehicle leased by you or any "family member" under a written contract for a period of 6 months or more that is not a covered "auto".

6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

7. "Bodily injury" sustained by an "insured" while "occupying" any "auto" that is rented or leased to that "insured" for use as a public or livery conveyance. However, this exclusion does not apply if the "insured" is in the business of providing public or livery conveyance.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. For a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this policy's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The **Conditions** are changed for California Uninsured Motorists Coverage – Bodily Injury as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** *is changed by adding the following:*

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under Paragraph **b.** of the definition of "uninsured motor vehicle" must:

(1) Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle",

(2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense, and

(3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

2. **Legal Action Against Us** is replaced by the following:

No legal action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form and with respect to Paragraphs **a., c.,** and **d.** of the definition of "uninsured motor vehicle" unless within one year from the date of the "accident":

a. Agreement as to the amount due under this insurance has been concluded;

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b. The "insured" has formally instituted arbitration proceedings against us. In the event that the "insured" decides to arbitrate, the "insured" must formally begin arbitration proceedings by notifying us in writing, sent by certified mail, return receipt requested; or

c. "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction.

Written notice of the "suit" must be given to us within a reasonable time after the "insured" knew, or should have known, that the other motorist is uninsured. In no event will such notice be required before one year from the date of the accident. Failure of the "insured" or his or her representative to give us such notice of the "suit" will relieve us of our obligations under this Coverage Form only if the failure to give notice prejudices our rights.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

a. With respect to Paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

b. With respect to Paragraph **b.** of the definition of "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a excess basis.

5. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. Each party will bear the expenses of the arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

F. Additional Definitions

The following are added to the **Definitions** Section:

1. "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

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b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance for this coverage;

c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed or modified for use primarily off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL 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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

(1) Nonpayment of premium;

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

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

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

NONRENEWAL

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

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

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D The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Colorado, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

Benefits	Limit Per Person
Medical expenses	Up to $50,000
Rehabilitation expenses	Up to $50,000
Essential services expenses	Up to $25 per day for 52 weeks
Death compensation	$1,000
Work loss	Up to $400 per week calculated as follows: 100% of the first $125 of loss of gross income per week; plus 70% of the next $125 of loss of gross income per week; plus 60% of any loss of gross income in excess of $250.

☐ If the "named insured" is an individual and an "X" is entered in this box, the benefits described in this endorsement for work loss do not apply to the "named insured" and his or her resident spouse.

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

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Colorado Auto Accident Reparations Act to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the use or operation of an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses. All reasonable and necessary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, X-ray, dental, surgical, ambulance and prosthetic services, and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within five years after the date of the "accident".

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The treatment of neurologic injuries also known as closed-head injuries and their sequelae, temporomandibular joint disorder, craniomandibular disorder, vestibular, auditory, or visual disorders, psychological disorders and cognitive disorders shall be considered covered medical or dental procedures.

Medical expenses do not include rehabilitation expenses.

2. Rehabilitation Expenses. The reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 10 years after the date of the "accident".

   The treatment of neurologic injuries also known as closed-head injuries and their sequelae, temporomandibular joint disorder, craniomandibular disorder, vestibular, auditory, or visual disorders, psychological disorders and cognitive disorders shall be considered covered rehabilitation expenses.

   Rehabilitation expenses do not include medical expenses.

3. Work Loss. Loss of income during his or her lifetime from work the "insured" would have performed but for the "bodily injury".

4. Essential Services Expenses. Expenses reasonably incurred during his or her lifetime for essential services in lieu of those the "insured" would have performed without income, but for the "bodily injury".

5. Death Compensation. Compensation on account of the death of an "insured" payable to his estate.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any other person while "occupying" a covered "auto" with your consent.
4. A "pedestrian" if the "accident" involves the covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by you or any "family member" as a result of the use or operation of any "auto" you own that is not a covered "auto".
2. Sustained by any "family member" as a result of the use or operation of any "auto" owned by such "family member" with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect.
3. Sustained by any person:
   a. Caused by his or her own intentional act; or
   b. Who is a converter while operating an "auto" without a good faith belief that he or she is legally entitled to operate or use such vehicle.
4. Sustained by any person, other than you or any "family member" if the "accident" occurs outside the State of Colorado.
5. Sustained by any person while the covered "auto" is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan.
6. Sustained by any person arising out of the use or operation of an "auto" while located for use as a residence or premises.
7. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
8. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
9. Sustained by any person, other than you or any "family member", arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.
10. Sustained by the "named insured" or his or her resident spouse, for work loss, if:
    a. The "named insured" is an individual; and
    b. An entry in the Schedule or Declarations indicates that coverage for work loss does not apply.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits for "bodily injury" sustained by any "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.

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2 Any amount payable for work loss or essential services expenses will be paid for a period beginning the day after the "accident" up to 52 weeks

3 Any amount paid under this insurance will be reduced by any amount actually provided by any workers' compensation law.

4. No one will be entitled to receive, under more than one benefit, a duplicate payment for the same expense.

5. The following provision is added:

TRANSFER OF BENEFITS

An "insured" or legal representative making a claim for medical expenses may, to the extent that the Limit Of Insurance for rehabilitation expenses has not been exhausted, elect to transfer any or all of the unused portion of the rehabilitation expenses so it is available for the payment of medical expenses. However, in no event shall any transfer increase the sum of the Limits Of Insurance shown in the Schedule or Declarations for medical expenses and rehabilitation expenses.

E. Changes In Conditions

The conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

   a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

   b. The "insured" or someone on his or her behalf must promptly give us:

      (1) Written proof of claim, under oath if required;

      (2) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

      (3) Such other information that will help us determine the amount due and payable.

2. **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

   We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

The following conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter. We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury". That person must do everything necessary to secure such rights and must do nothing to impair them.

COORDINATION AND NON-DUPLICATION

1. No "insured" may recover duplicate Personal Injury Protection benefits for the same elements of "loss" under this or any similar insurance, including self-insurance.

2. This insurance is primary for "bodily injury" sustained by an "insured" in an "accident" arising out of the use or operation of the covered "auto".

3. This insurance is excess if the "accident":

   a. Arises out of the operation of the covered "auto" by someone other than the owner of such vehicle or an "employee" of the owner. A covered "auto" does not include an "auto" regulated under the provisions of Articles 10 or 11 of Title 40 C.R.S. 1973. However, if you or a "family member" are covered for Personal Injury Protection Coverage as operators as required by the Colorado Auto Accident Reparations Act under another policy, that policy is primary.

   b. Involves the operation of an "auto" designed to seat 12 or more passengers which is owned by, and being operated on behalf of, a non-profit religious, charitable, or educational organization entitled to a tax exemption under the Federal Internal Revenue Code. An "auto" does not include a vehicle owned or being operated on behalf of a public school district. However, if you or a "family member" are covered as occupants for Personal Injury Protection Coverage under another "auto" policy, that policy is primary.

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c. Involves the operation of an "auto" in a "ridesharing arrangement". However, any Personal Injury Protection Coverage required by the Colorado Auto Accident Reparations Act afforded by another policy under which you or a "family member" are covered as "insureds" is primary.

4. If a person is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits. This paragraph does not apply if you have purchased optional benefits on a voluntary basis for additional premiums.

5. Any payments made under Uninsured Motorists Coverage or Medical Payments Coverage afforded under this policy for "bodily injury" sustained by an "insured" are excess over any Personal Injury Protection benefits paid or payable under this or any other "auto" insurance policy.

PREMIUM RECOMPUTATION

The Colorado Auto Accident Reparations Act places limitations on a person's right to sue for damages. The premium for the policy coverages reflects these limitations. If a court declares any of these limitations unenforceable, we have the right to recompute the premium. The provisions of this endorsement are voidable or subject to amendment at our option.

ARBITRATION

Any dispute concerning the denial or delay of personal injury protection benefits shall, upon agreement between us and the person entitled to such benefits, be submitted to arbitration pursuant to the Colorado Auto Accident Reparations Act and the regulations promulgated by the commissioner of insurance.

ASSIGNMENT OF BENEFITS

1. An "insured" may assign personal injury protection benefits, in writing to a licensed hospital or other licensed health care provider (to be referred to as the provider) for services provided to the "insured" that are covered under this endorsement.

2. If an "insured" assigns such benefits, we will pay covered benefits directly to the provider.

3. An "insured" may revoke the assignment, with or without the consent of the provider. The revocation must be in writing and must be sent to us by certified mail, return receipt requested. We will then send a copy of the revocation to the provider in the same manner. The revocation will be effective when both we and the provider receive it, and will only apply to those services rendered on or after the date that both we and the provider receive the revocation.

4. If we fail to honor the assignment by paying covered benefits to the "insured", and the "insured" fails to timely reimburse the provider for the amount of those covered benefits, we will pay the provider directly, after the provider notifies us that timely payment for the covered benefits has not been received. In this event, the "insured" must reimburse us for the amount that we paid to the provider.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means any motor vehicle, including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction.

2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.

3. "Named insured" means the person or organization named in Item One of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured".

4. "Occupying" means in or upon, entering into or alighting from.

5. "Pedestrian" means any person not "occupying" an "auto" or machine operated by a motor or engine.

6. "Ridesharing arrangement" means the vehicular transportation of passengers traveling together primarily to and from such passengers' place of business or work or traveling together on a regularly scheduled basis with a commonality of purpose to and from shopping, health, educational, religious, athletic, or sports facilities. The vehicle used in such transportation is not operated for profit by an entity primarily engaged in the transportation business. No charge is made other than that reasonably calculated to recover the costs of the ridesharing arrangement, including but not limited to a reasonable incentive to maximize occupancy of the vehicle.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Colorado, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

   a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or

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b A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the least of the following:
   a. The Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations;
   b. The difference between the limit of this insurance and all amounts paid to an "insured" by or for anyone legally liable for damages resulting from "bodily injury", including all sums paid under this Coverage Form's Liability Coverage; or
   c. The amount of damages sustained but not recovered.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Colorado Uninsured Motorists Coverage – Bodily Injury as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

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c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

b. We also have a right to recover the advanced payment.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

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b. That is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but their limits are:

(1) Less than the limit of this coverage, or

(2) Reduced by payments to persons other than an "insured" in the "accident" to less than the Limit Of Insurance of this coverage.

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designated for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

For a covered "auto" licensed or principally garaged in, or garage operations conducted in Connecticut, the policy is changed as follows:

A. Changes In Liability Coverage

1. The following is added to **Who Is An Insured:**

   If you are an individual, your "family member" is an "insured" while using any covered "auto" you own.

2. **Coverage Extensions** is amended as follows:

   a. Paragraph **a.(2)** of Supplementary Payments is replaced by the following:

      (2) We will pay for the "insured" up to $250 for cost of bail bonds (including bonds for related traffic law violations). We do not have to furnish these bonds.

   b. Supplementary Payments is amended by the addition of the following:

      (7) We will pay all expenses incurred by an "insured" for first aid to others at the time of an "accident".

      (8) At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.

3. The **Fellow Employee** exclusion is replaced by the following:

   "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

4. The **Care, Custody Or Control** exclusion does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

B. Changes In Conditions

Other Insurance is changed as follows:

a. If you are other than an "auto" dealer or repairer, Liability Coverage applies to and is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and owned by an "auto" dealer or repairer.

b. If you are an "auto" dealer or repairer, Liability Coverage is excess for an "auto" you own if operated by a customer to whom you have loaned the "auto".

C. Changes In Auto Medical Payments Coverage

Exclusion **C.8.** does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

CANCELLATION

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

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

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

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

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

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

   (a) Nonpayment of premium;

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

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

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

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

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

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

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

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

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

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

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d Notice of Cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

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

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

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

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

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

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

NONRENEWAL

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

2. This notice will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a certificate of mailing.

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in, Connecticut, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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 08/01/2003	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE

$ Each "Accident"

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

☐ If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

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3 "Bodily injury" sustained by:

a You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. "Bodily injury" sustained by:

a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the Schedule or Declarations.

2. The Limit of Insurance shall be reduced by:

a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and

b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's LIABILITY COVERAGE.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for CONNECTICUT UNINSURED MOTORISTS COVERAGE as follows:

1. OTHER INSURANCE is replaced by the following:

If there is other applicable similar insurance available under one or more policies or provisions of coverage:

a. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary, secondary or excess basis.

b. Subject to paragraph **1.a.** above, with respect to "bodily injury" to an "insured" while:

(1) "Occupying" a vehicle owned by that "insured", only the Uninsured/ Underinsured Motorists Coverage applicable to that vehicle will apply, and no other policies or provisions of coverage will apply.

(2) "Occupying" a vehicle not owned by that "insured", or while not "occupying" any vehicle, the following priorities of recovery apply:

FIRST	The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	Any Coverage Form or policy affording Uninsured/ Underinsured Motorists Coverage to the "insured" as a named insured.
THIRD	Any Coverage Form or policy affording Uninsured/ Underinsured Motorists Coverage to the "insured" as a "family member".

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c. With respect to the second and third priorities, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   We will not acquire by assignment the "insured's" right of action to recover for "bodily injury" from any third party prior to settlement or judgment.

4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle", or do not agree as to the amount of damages, the "insured" may make a written demand for arbitration. If the amount of damages the "insured" demands is $40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than $40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.

F. UNDERINSURED MOTORISTS CONVERSION COVERAGE

If the Schedule or Declarations indicate that Underinsured Motorists Conversion Coverage applies, the following provisions apply:

1. The definition of "underinsured motor vehicle" is replaced by the following:

   "Underinsured motor vehicle" means a land motor vehicle or trailer for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".

2. With respect to coverage provided under the above definition of "underinsured motor vehicle", paragraph **2.** of the Limit of Insurance provision does not apply.

G. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. To which no bodily injury liability bond or policy applies at the time of the "accident".

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

      (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or

      (2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

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However, "uninsured motor vehicle" does not include any vehicle:

a Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or trailer for which the sum of all bodily injury liability bonds or policies applicable at the time of the "accident" is less than the Limit of Insurance of this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads; or

d. For which an insuring or bonding company denies coverage or is or becomes insolvent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, the coverage form is changed as follows:

A. Changes In Liability Coverage

1. For coverage and limits required by the Kansas Financial Responsibility law, **Exclusions** is changed as follows:

   a. The **Workers' Compensation** Exclusion is replaced by the following:

      Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or any similar law.

   b. The **Employee Indemnification And Employers' Liability** Exclusion is replaced by the following:

      This coverage does not apply to "bodily injury" to any "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment by the "insured" or while performing duties related to the conduct of the insured's business if benefits are required or available for the "employee" under any workers' compensation or disability benefits law or under any similar law. This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

   c. The **Care, Custody Or Control** Exclusion is replaced by the following:

      This coverage does not apply to "property damage" to property owned by, rented to, or in charge of or transported by an "insured". However, this exclusion does not apply to "property damage" to a rented residence or private garage or to liability assumed by the "insured" under a sidetrack agreement.

   d. The **Racing** Exclusion, if contained in the coverage form, does not apply.

   e. The exclusion relating to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants does not apply if the discharge, dispersal, release or escape is sudden and accidental.

2. Our **Limit Of Insurance** applies except that we will apply the limit shown in the declarations to first provide the separate limits required by Kansas law as follows:

   a. $25,000 for "bodily injury" to any one person caused by any one "accident".

   b. $50,000 for "bodily injury" to two or more persons caused by any one "accident", and

   c. $10,000 for "property damage" caused by any one "accident".

   This provision will not change our limit of insurance.

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B Changes In Conditions

1. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

   We will not pay in any case of fraud by you at any time as it relates to this Coverage Form. We will also not pay if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. An insurance application, rating, claim or coverage under this Coverage Form.

2. The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Appraisal** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

   If you and we disagree on the amount of the "loss" either party may make a written request for an appraisal of the "loss". **However an appraisal will be made only if both you and we agree, voluntarily to have the loss appraised.** If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraiser and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

   An appraisal decision will be binding.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. If you are an individual and a covered "auto" you own is of the "private passenger type", and this policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the CANCELLATION Common Policy Condition does not apply to that "auto". The following Condition applies instead:

ENDING THIS POLICY

1. Cancellation

a. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing you notice of cancellation. If we cancel for nonpayment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days written notice.

c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel LIABILITY COVERAGE and PERSONAL INJURY PROTECTION only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Fraudulent misrepresentation in obtaining this policy.

(3) The "insured" violates any terms or conditions of the policy.

(4) You or any other operator who either resides in the same household or customarily operates a covered "auto":

(a) Has had his or her driver's license suspended or revoked during the policy period.

(b) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate stating that he or she can operate a motor vehicle safely.

(c) Has been convicted during the policy period or 36 months before it, for:

(i) Any felony, or

(ii) Criminal negligence resulting in death, homicide or assault, arising from the operation of a motor vehicle, or

(iii) Driving a motor vehicle while intoxicated or under the influence of drugs, or

(iv) Leaving the scene of an "accident" without stopping to report, or

(v) Theft of a motor vehicle, or

(vi) Making false statements when applying for a driver's license, or

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(vii) A third moving violation, committed within a period of 18 months of:

i. Any regulation limiting the speed of motor vehicles, or

ii. Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction, or

iii. Any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.

(5) We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. Renewal or continuation of this policy does not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

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

2. Nonrenewal

a. If we decide not to renew or continue this policy we will mail you written notice at least 30 days before the end of the policy period.

b. We may not renew or continue this policy only for one or more of the following reasons:

(1) When we are required or have been permitted by the commissioner of insurance, in writing, to reduce premium volume in order to preserve our financial integrity.

(2) When we cease to transact such business in this state.

(3) When we are able to show competent medical evidence that the insured has a physical or mental disablement that impairs his or her ability to drive in a safe and reasonable manner.

(4) When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by us at the initial issuance or the last renewal of the policy.

(5) When the policy has been continuously in effect for a period of 5 years, provided that such 5 year period shall begin at the first anniversary date following the policy effective date.

(6) When any of the reasons specified as reasons for cancellation are existent.

c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing of Notices

We will mail any notice of cancellation or nonrenewal by certified or registered mail or United States post office certificate of mailing to your last mailing address known to us. Proof of mailing will be sufficient proof of notice.

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B For all policies not described in paragraph **A.** above, the CANCELLATION Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

1 Cancellation

a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

b. We may cancel this policy by mailing you written notice of cancellation, stating our reasons for cancellation. If **we** cancel for nonpayment of premium we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.

c. When this policy is in effect for 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) This policy was issued because of material misrepresentation.

(3) Any "insured" violated any of the material terms and conditions of this policy.

(4) Unfavorable underwriting factors, specific to the "insured", exist that were not present at the inception of this policy.

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas.

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

d. The effective date of cancellation stated in the notice shall become the end of the policy period.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Nonrenewal

a. If we decide not to renew or continue this policy, we will mail you written notice at least 60 days before the end of the policy period stating the reasons for nonrenewal. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. If we fail to mail proper notice and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing of Notices

Any notice of cancellation or nonrenewal will be mailed by certified or registered mail or United States post office certificate of mailing to the first named insured's last mailing address known to us. Proof of mailing of any notice will be sufficient proof of notice.

4. Notice to Director of Vehicles

If you are a Vehicle Dealer or Mobile Home Dealer, the following provision applies:

If the policy is cancelled, we will notify the Director of Vehicles 30 days before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

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

Endorsement Effective: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	

(Authorized Representative)

SCHEDULE

Benefits	Limit
A. Medical Expenses	Up to $4,500
B. Rehabilitation Expenses	Up to $4,500
C. Work Loss	$900 per month maximum, up to 1 year maximum
D. Essential Service Expenses	Up to $25 per day, up to 365 days maximum
E. Funeral Expenses	Up to $2,000 per person
F. Survivor's Loss	$900 per month maximum and $25 per day essential service expenses, both up to 365 days maximum *
* Survivors loss shall be paid for a period not to exceed 1 year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.	

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

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A Coverage

We will pay Personal Injury Protection benefits in accordance with the Kansas Automobile Injury Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the ownership, operation, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses. All reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, necessary health care rendered by licensed psychologists and also includes services recognized and permitted under the laws of Kansas for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with such person's religious beliefs.
2. Rehabilitation Expenses. All reasonable expenses incurred for necessary psychiatric or psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the "insured" to obtain suitable employment.
3. Work Loss. Loss during the "insured's" lifetime of "monthly earnings" due to such person's inability to engage in available and appropriate gainful activity, provided the "bodily injury" sustained is the proximate cause of such liability.
4. Essential Service Expenses. Appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the "bodily injury", the "insured" would have performed for the benefit of such person or such person's family.
5. Funeral Expenses. Funeral, burial or cremation expenses incurred.
6. Survivor's Loss. Total allowances to all "survivors" for:
   a. Loss after an "insured's" death of his or her "monthly earnings", and
   b. Essential service expenses incurred after the "insured's" death, reduced by the amount of any expenses of the survivors which have been avoided by reason of the "insured's" death.

B. Who Is An Insured

1. You if you sustain "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
2. If you are an individual, any "family member" if the "family member" sustains "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle" or as a pedestrian through direct physical contact with the "insured motor vehicle" while not "occupying" any "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by you or any "family member" while "occupying" any "motor vehicle" owned by you which is not a covered "auto".
2. Sustained by any person operating the covered "auto" without your express or implied consent.
3. Sustained by any person if such person:
   a. Causes such "bodily injury" to him or herself intentionally,
   b. Is an intentional converter of a "motor vehicle" at the time such "bodily injury" is sustained,
   c. Is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurred off the business premises, or
   d. Is injured as a result of conduct in the course of loading or unloading a "motor vehicle" unless the conduct occurred while "occupying" such "motor vehicle".
4. Sustained by any person other than you if such person is the owner of a "motor vehicle" with respect to which security is required under the Kansas Automobile Injury Reparations Act.
5. Sustained by any person, other than you, injured while "occupying" or when struck by any "motor vehicle" other than a covered "auto", with respect to which the security required by the Kansas Automobile Injury Reparations Act is in effect.
6. Sustained by any person other than you or any "family member" not a resident of Kansas while not "occupying" the covered "auto".

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D Limit Of Insurance

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits for "bodily injury" sustained by any one person in any one "motor vehicle accident" is limited as follows:

1. Medical Expenses shall not include rehabilitation expenses. The maximum amount payable shall not exceed $4,500;
2. Rehabilitation Expenses shall not include medical expenses. The maximum amount payable shall not exceed $4,500;
3. Work Loss shall not exceed:
   a. $900 per month for a period of no more than one year after the date the "insured" first becomes unable to engage in available and appropriate gainful activity, and
   b. Shall be limited to 85% of any such work loss unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. Essential Service Expenses incurred during the lifetime of the "insured" shall not exceed $25 per day for a period not to exceed three hundred sixty-five days after the date such expenses are first incurred;
5. Funeral Expenses shall not exceed $2,000;
6. Survivor's Loss shall not exceed $900 per month for the loss of "monthly earnings" of the "insured" and shall not exceed $25 per day for essential service expenses. All survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.
7. Any amount payable by us under the terms of this coverage shall be reduced by the amount payable on account of such "bodily injury" under any workers' compensation law.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:
   a. If an "insured" or such person's legal representative or "survivors" institute legal action to recover damages for "bodily injury", such person must as soon as practicable give us a copy of the summons and complaint or other process served in connection with the legal action.
   b. The "insured" or someone on such person's behalf must as soon as practicable give us written proof of claim, including:
      (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
      (2) Such other information that will help us determine the amount due and payable.

   No claim for personal injury protection benefits shall be made after two years from the date of the "bodily injury".
2. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:
   a. In the event of recovery by the "insured", such person's dependents or personal representatives by judgment, settlement or otherwise against the party causing "bodily injury" pursuant to K.S.A. Supp. 40-3117, the "insured's" rights shall be transferred to us to the extent of duplicative personal injury protection benefits provided to date of such recovery. We shall have a lien against such recovery and may intervene in any action to protect and enforce such lien. The amount of any judgment in any such action, settlement or recovery otherwise recovered by the "insured", such person's dependents or personal representatives prior to the completion of personal injury protection benefits, otherwise actually paid and recovered which is in excess of the amount of personal injury protection benefits paid to the date of recovery of such judgment, settlement or recovery otherwise shall be credited against future payments of said personal injury protection benefits.
   b. In the event an "insured", such person's dependents or personal representative fails to commence an action against the party causing the "bodily injury" within eighteen months after the date of the "accident" that resulted in injury, such failure shall operate as an assignment to us of any cause of action which the "insured", the dependents or personal representatives of such person may have against the party causing "bodily injury" for the purpose and to the extent of recovery of damages which are duplicative of personal injury protection benefits. We may enforce the action in our name or that of the "insured", representatives or dependents of the "insured" for their benefit as their interest may appear by proper action in any court of competent jurisdiction.

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c. In the event of recovery pursuant to K.S.A. 60-258a, and amendments thereto, any rights transferred to us shall be reduced by the percentage of negligence attributable to the "insured".

d. Pursuant to this section, the court shall fix attorney fees which shall be paid proportionately by the "insured", such person's dependents or personal representatives and us in the amounts determined by the court.

3. **Concealment, Misrepresentation Or Fraud** does not apply.

4. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   If two or more insurers or self-insurers are liable to pay personal injury protection benefits for the same injury to any one "insured", the maximum recovery under all applicable policies will not exceed the amount payable under the policy with the highest dollar limits of benefits. Personal injury protection coverage shall be provided in accordance with the following order of priorities, under the policy providing the security required by the Kansas Automobile Injury Reparations Act to:

First	Any "motor vehicle" owned by the "insured";
Second	The "motor vehicle" the "insured" was "occupying" or struck by at the time of the "accident"; or
Third	The covered "auto", for injury sustained by a "family member" while "occupying" or when struck by any "motor vehicle" outside the state of Kansas, who is not a "named insured" under a separate policy.

5. The **Policy Period, Coverage Territory Condition** is replaced by the following:

   This coverage part applies only to "accidents" which occur during the policy period:

   a. In the state of Kansas, and

   b. With respect to the "named insured" or "family member", while "occupying" or when struck by any "motor vehicle", outside the state of Kansas but within the United States of America, its territories or possessions, or Canada.

6. The following conditions are added:

   PAYMENT OF BENEFITS

   Personal injury protection benefits payable under this coverage form shall be overdue if not paid within thirty days after we are furnished written notice of the fact of a covered "loss" and the amount of the covered "loss". Work loss that is payable under this coverage form shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty days after such written notice is furnished to us. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per year.

   COORDINATION AND NON-DUPLICATION

   a. Any "auto" medical payments coverage provided under this coverage part shall be excess insurance over any personal injury protection benefits paid or payable under this or any other "auto" insurance policy because of "bodily injury" sustained by an "insured".

   b. In the event that there is a conflict between the provisions of this endorsement and the provisions of the coverage form to which it is attached, the provisions of the coverage form are superseded by the provisions of this endorsement.

   c. Terms of this coverage form which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

F. Additional Definitions

As used in this endorsement:

1. "Insured motor vehicle" means a "motor vehicle" of which the "named insured" is the owner and with respect to which:

   a. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged; and

   b. The "named insured" is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act.

2. "Monthly earnings" means:

   a. One-twelfth of the annual earnings, at the time the "bodily injury" was sustained, of an "insured" who is regularly employed or regularly self-employed; or

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b. One-twelfth of the anticipated annual earnings of an "insured" who is not regularly employed or self-employed, or who is unemployed, from the time such person would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed "insured" who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five years preceding the year of such person's "bodily injury", during which such person was employed; or

c. With respect to Survivor's Loss in the event of death of an "insured" who was a social security recipient or a retirement or pension benefit recipient, or both, at the time of such "insured's" death, one-twelfth of the annual amount of the difference between the annual amount of social security benefits or retirement benefits, or both, which the "insured" was receiving at the time of such person's death and the annual amount of social security benefits or retirement benefits, or both, that the survivor is receiving after the time of such "insured's" death.

3. "Motor vehicle" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle; but shall not include a motorized bicycle.

4. "Named insured" means the individual named in the declarations and also includes such person's spouse, if a resident of the same household, and also includes the owner.

5. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.

6. "Occupying" means in or upon or entering into or alighting from.

7. "Survivor" means a deceased "insured's" spouse, or child under the age of eighteen years, where such person's death resulted from a "bodily injury".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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 08/01/2003	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE

$ **Each "Accident"**

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

A. COVERAGE

We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our consent if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" sustained by an "insured" while "occupying" or when struck by any motor vehicle that is owned by or provided for the regular use of that "insured" for which the security required by Kansas law is not in effect.

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D LIMIT OF INSURANCE

1 Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of UNINSURED MOTORISTS INSURANCE shown in the Schedule or Declarations. We will apply the limit shown in the Schedule or Declarations to first provide the separate limits required by Kansas law as follows:

a. $25,000 for "bodily injury" to any one person caused by any one "accident", and

b. $50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. The limit for damages resulting from "bodily injury" caused by a vehicle described in paragraph **b.** of the definition of "uninsured motor vehicle" applies separately from the limit for a vehicle described in paragraphs **a.**, **c.** and **d.** of that definition.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if the person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law or personal injury protection coverage.

4. Any amount paid under this insurance will reduce any amount an "insured" may be paid under the Coverage Form's LIABILITY COVERAGE.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms is changed by addition of the following:

a. The reference in OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

b. If this Coverage Form and any other Coverage Form or policy providing similar insurance apply to the same "accident", the maximum Limit of Insurance under all the Coverage Forms shall be the highest applicable Limit of Insurance under any one Coverage Form.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking Uninsured Motorists Coverage must also:

(1) Notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of a vehicle described in paragraph **b.** of the definition of "uninsured motor vehicle"; and

(2) Allow us 60 days after receipt of the written notice to advance payment to that "insured", in an amount equal to the tentative settlement, to preserve our rights against the insurer, owner or operator of such vehicle described in paragraph **b.** of the definition of "uninsured motor vehicle".

Such written notice shall include written documentation of all damages incurred, copies of all medical bills and written authorization or a court order to obtain reports from all employers and medical providers.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

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b. We do not have a right of recovery with respect to damages resulting from an "accident" with a vehicle described in paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle" to which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company is or becomes insolvent.

c. With respect to an "accident" with a vehicle described in paragraph **b.** of the definition of "uninsured motor vehicle" TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply if we:

(1) Have been given written notice by certified mail of a tentative agreement between the "insured" and the insuring company of the owner or operator of the underinsured motor vehicle to settle for liability limits; and

(2) Fail to advance payments to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of the notice.

4. The TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US General Condition does not apply.

5. The CONCEALMENT, MISREPRESENTATION OR FRAUD General Condition does not apply.

6. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If the parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators will not be binding.

c. Once arbitration is agreed to by both parties, either party has the right to bring arbitration under K.S.A. Sections 5-201 – 5-213 inclusive, in lieu of the arbitration procedure provided in this condition.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by Kansas law, or

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by Kansas law, but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. The Common Policy Conditions are amended as follows:

The Examination Of Your Books And Records applies except that the time we have to examine your records after the policy period is changed from three years to one year.

B. The third paragraph of **A. Coverage** in **Section II – Liability Coverage**, of the Business Auto Coverage Form is changed to read as follows:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

C. The **Coverage Extensions** are amended as follows:

2. a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay.

D. The **Exclusions** are amended by the addition of the following:

2. Contractual

This exclusion does not apply to liability for damages assumed in a contract or agreement for "property damage" to, or "loss of use" of, a "rental vehicle".

However, this exception applies only if you are an individual and if the Coverage Form covers at least one "private passenger auto" licensed or principally garaged in Minnesota.

6. Care, Custody Or Control

This exclusion does not apply to liability for damages assumed in a contract or agreement for "property damage" to, or "loss of use" of, a "rental vehicle".

However, this exception applies only if you are an individual and if the Coverage Form covers at least one "private passenger auto" licensed or principally garaged in Minnesota.

E. The Conditions are amended as follows:

1. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to Physical Damage, if you have received less than all of your deductible amount after a subrogation settlement or judgment, you will retain your right to recover the remaining portion of the deductible from parties liable for the "loss".

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

2 **Concealment, Misrepresentation Or Fraud** does not apply to Liability Coverage.

However, we will not pay for any "loss" or damage in any case of fraud by you at any time as it relates to this Coverage Form. We will not pay for any "loss" or damage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

5. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Provisions** in the Truckers and Motor Carrier Coverage Forms are amended by the addition of the following:

Any payment made, subject to the Limit of Insurance applicable to "property damage" liability shown in the Declarations, for damage to, or "loss" of, a "rental vehicle", including "loss of use", will be made only after the payment of all other damages.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. If you are an individual and the policy covers fewer than five "autos" of the private passenger type not rated on a fleet basis or this policy is a plan of reparation security insuring fewer than five "autos" rated on a commercial or fleet basis, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. The first Named Insured may cancel the policy by mailing or delivering to us advance written notice of cancellation.

b. Policies In Effect Less Than 60 Days

When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured 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.

The notice of cancellation will state the reasons for cancellation. Information regarding moving traffic violations or motor vehicle accidents must be specifically requested on the application in order for us to cancel within the first 59 days of coverage.

c. Policies In Effect 60 Days Or More

When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was obtained through a material misrepresentation.

(3) Any "insured" made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;

(4) You failed to disclose fully your "auto" accidents and moving traffic violations for the preceding 36 months if called for in the written application for this policy;

(5) You failed to disclose in the written application any requested information necessary for the acceptance or proper rating of the risk;

(6) You knowingly failed to give any required notice of loss or notice of lawsuit commenced against you, or when requested, refused to cooperate in the investigation of a claim or defense of a lawsuit;

(7) You or any driver who either lives with you or customarily uses a covered "auto":

(a) Has had his or her driver's license suspended or revoked within the 36 months prior to the notice of cancellation because of a moving traffic violation or a refusal to be tested for being under the influence of alcohol;

(b) Is or becomes subject to epilepsy or heart attacks and does not produce a physician's certificate stating that he or she can operate an "auto" safely;

(c) Has an "accident" or conviction record, physical or mental condition, any one or all of which are such that his or her operation of an "auto" might endanger the public safety;

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(d) Has been convicted, or forfeited bail, during the 24 months immediately preceding the notice of cancellation for criminal negligence in the use or operation of an "auto", or assault arising out of the use of an "auto" or operating an "auto" while in an intoxicated condition or while under the influence of drugs; or leaving the scene of an "accident" without stopping to report; or making false statements in an application for a driver's license, or theft or unlawful taking of an "auto";

(e) Has been convicted of, or forfeited bail for, one or more violations within the 18 months before the notice of cancellation, of any law, ordinance, or regulation which justify a revocation of a driver's license;

However, Subparagraphs **(a)** through **(e)** above do not apply with respect to any driver who either lives with you or customarily uses a covered "auto" if that driver is identified as a named insured in another coverage form or policy as an insured.

(8) A covered "auto" is:

(a) So mechanically defective that its operation might endanger public safety; or

(b) Used in carrying passengers for hire or compensation. This does not include car pools; or

(c) Used in the business of transporting flammables or explosives; or

(d) An authorized emergency vehicle; or

(e) Subject to an inspection law and has not been inspected or if inspected has failed to qualify within the period specified under such inspection law; or

(f) Substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use.

(9) We replace this policy with another one providing similar coverages and the same rates and limits for the covered "auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

If we cancel for any reason described in Paragraphs **c.(1)** through **(9)** above, we will mail or deliver written notice of cancellation to the first Named Insured 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 described in Paragraphs **c.(2)** through **c.(9)**.

d. If this policy is cancelled, we will send the first Named Insured any premium refund due. If the policy covers fewer than five autos of the private passenger type not rated on a fleet basis, or covers fewer than five autos rated on a fleet basis, cancellation will be on a pro rata basis if the unearned premium is for a period of more than one month. If you request cancellation and the unearned premium is for a period of one month or less, the refund may be less than pro rata.

e. The effective date of cancellation stated in the notice shall become the end of the policy period.

f. Proof of mailing of any notice shall be sufficient proof of notice.

2. Nonrenewal

a. If we decide not to renew or continue this policy we will mail or deliver to the first Named Insured written notice at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

c. Proof of mailing of any notice shall be sufficient proof of notice.

B. For all other policies not described in Paragraph **A.** above, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

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

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b. We may cancel this policy, subject to the provisions of **c.** 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.

c. **Policies In Effect 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.

d. **Policies In Effect 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 ten days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within thirty 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.

If we cancel for any reason described in Paragraphs **d.(1)** through **(8)** above, 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 any other reason described in Paragraphs **d.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

e. 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.

f. Proof of mailing of any notice shall be sufficient proof of notice.

2. **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:

a. Insured elsewhere;

b. Accepted replacement coverage; or

c. Agreed not to renew this policy.

Proof of mailing of any notice shall be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

In consideration of an increase in premium, the following Personal Injury Protection coverage option applies as indicated below or in the Declarations
☐ The Named Insured elects to add together 2 or more personal injury protection coverages. (Refer to Paragraph 3. of the Limit of Insurance provision.)

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

The Company agrees with the Named Insured subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. COVERAGE

The Company will pay, in accordance with the Minnesota no-fault automobile insurance act, personal injury protection benefits incurred with respect to "bodily injury" sustained by an "insured" caused by an "accident" arising out of the maintenance or use of a "motor vehicle" as a vehicle, or through being struck by a motorcycle. These Personal Injury Protection benefits consist of the following:

1. Medical Expenses.

Means all reasonable expenses incurred for necessary medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices, prescription drugs, necessary ambulance and all other reasonable transportation expenses incurred in travelling to receive covered medical benefits, hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious belief; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

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2 **Work Loss**
Means:

a 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis including the costs incurred by an "insured" who is self-employed in hiring substitute employees to perform tasks which are necessary to maintain his or her income, which he or she normally performs himself or herself, and which he or she cannot perform because of his or her injury; or

b. Lost unemployment benefits in an amount equal to the unemployment benefits otherwise payable, if the "insured":

(1) Is unemployed at the time of the injury and is receiving or is eligible to receive unemployment benefits; and

(2) Loses eligibility for unemployment benefits because of his or her inability to work caused by injury;

reduced by any income from work actually performed by the "insured", or by any income he or she would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake.

3. **Essential Services Expenses.**

Expenses reasonably incurred during a period commencing 8 days after the date of the accident and during the "insured's" lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he or she not been injured, he or she would have performed not for income but for the direct benefit of himself or herself or his or her household; if the non-fatally injured "insured" normally, as a full time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance, if greater than the expense incurred.

4. **Funeral Expenses.**

Reasonable expenses for professional funeral and burial services including expense for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act.

5. **Survivors' Loss**
Means:

a. "Loss", in the event of the death of an "insured" occurring within one year from the date of the "accident", of contributions of money or tangible things of economic value, not including services, that his or her surviving dependents would have received from him or her for their support during their dependency had he or she not suffered the fatal "bodily injury", and

b. Expenses reasonably incurred by surviving dependents after the death of an "insured" in obtaining ordinary and necessary substitute services in lieu of those he or she would have performed for their benefit had he or she not suffered the fatal "bodily injury"; minus expenses of the surviving dependents avoided by reason of such death,

provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he or she attains majority, marries or becomes otherwise emancipated, or dies.

B. Who is an Insured

1. The Named Insured or any "family member" who sustains "bodily injury" while "occupying" a "motor vehicle", or while a pedestrian as a result of an "accident" involving any "motor vehicle" or motorcycle.

2. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle", or while a pedestrian as a result of an "accident" involving the "insured motor vehicle".

3. Any other person who sustains "bodily injury" while "occupying" a "motor vehicle" not owned by, but operated by the Named Insured or "family member", other than a public or livery conveyance, if the "bodily injury" results from the operation of the "motor vehicle" by the Named Insured or "family member".

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C Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1 Sustained by any "family member" if such "family member" is entitled to personal injury protection coverage as a self-insured or as a Named Insured under the terms of any other Coverage Form or policy with respect to such coverage.

2. Sustained by any person, other than the Named Insured or "family member", if such person is entitled to personal injury protection coverage as a self-insured or as a Named Insured or "family member" under the terms of any other Coverage Form or policy with respect to such coverage.

3. Sustained by any person arising out of the maintenance or use of a "motor vehicle":

   a. Being used in the business of transporting persons or property, or

   b. Furnished by the employer of the Named Insured or "family member",

   if with respect to such vehicle the security required by the Minnesota no-fault automobile insurance act is in effect, provided that such "bodily injury" is sustained while not "occupying" another involved "motor vehicle"; however, this exclusion does not apply to **(i)** the "insured motor vehicle", **(ii)** a commuter van as defined in the Minnesota no-fault automobile insurance act, **(iii)** a vehicle being used to transport children to school or to a school sponsored activity, **(iv)** a vehicle being used to transport children as part of a family or group family day care program, **(v)** any bus, other than a bus included as a vehicle described in **(ii)**, **(iii)**, or **(iv)** above, while in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota no-fault automobile insurance act, or **(vi)** a passenger in a taxi.

4. To any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his or her intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her survivors are not entitled to any survivors' loss benefits.

5. Sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor.

6. Sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.

7. Sustained by any person if such injury arises out of conduct in the course of loading or unloading any "motor vehicle" unless the conduct occurs while such person is "occupying" such "motor vehicle".

8. Sustained by any person while "occupying" a motorcycle.

9. To personal injury protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one "accident".

10. Sustained by any person, other than the Named Insured or any "family member", arising out of the maintenance or use by such person of a "motor vehicle" without a good faith belief that he or she is legally entitled to use such "motor vehicle".

11. Sustained by any person, other than the Named Insured or any "family member", while a pedestrian through being struck by the "insured" "motor vehicle", if the "accident" occurs outside the State of Minnesota.

12. Sustained by any person arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.

13. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

14. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

15. With respect to "work loss", "essential services expenses", and "survivors' loss", sustained by any person, other than the Named Insured or "family member", while "occupying" any "motor vehicle", not owned by the Named Insured or "family member", which is being operated by the Named Insured or "family member".

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16 Sustained by any person, other than the Named Insured or any "family member", while "occupying" a vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more vehicles under common ownership or a vehicle owned by a government other than the State of Minnesota, its political subdivisions, municipal corporations, or public agencies, if the "accident" occurs outside the State of Minnesota.

D. Limit of Insurance

1. Except as provided in Paragraph **3.**, regardless of the number of persons insured, policies or plans of self insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, our liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate and subject to such aggregate:

   a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

   b. The maximum aggregate amount payable for "work loss", "essential services expenses", "funeral expenses" and "survivors' loss" shall not exceed $20,000. Subject to this maximum aggregate:

      (1) The maximum amount payable for "work loss" shall not exceed $250.00 per week.

      (2) The maximum amount payable for "essential services expenses" shall not exceed $200.00 per week.

      (3) The maximum amount payable for "funeral expenses" shall not exceed $2,000.

      (4) The maximum amount payable for "survivors' loss":

         (a) With respect to Paragraph **A.5.a** of the definition of "survivors' loss" shall not exceed $200.00 per week; and

         (b) With respect to paragraph **A.5.b.** of the definition of "survivors' loss" shall not exceed $200.00 per week.

2. Any amount payable by the Company under the terms of this coverage shall be reduced by:

   a. Any amounts paid, payable or required to be provided on account of such "bodily injury" under any workers' compensation law; except that if the "accident" involves a "motor vehicle" used in a "ridesharing arrangement", this coverage shall be primary.

   b. The amount of any deductible applicable to "medical expenses" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or by a "family member", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this Coverage Form, and such amount shall be allocated equally among them.

   c. The amount of any deductible applicable to "work loss" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or any "family member".

3. If the Schedule or Declarations indicates that the Named Insured elected to add together two or more personal injury protection coverages, Paragraph **1.** is replaced by the following:

   Regardless of the number of persons insured, premiums paid or claims made, our liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate, per "insured motor vehicle", and subject to each such aggregate:

   a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

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b The maximum amount payable for "work loss", "essential services expenses", "funeral expenses" and "survivors' loss" shall not exceed $20,000 provided that if there is more than one "insured motor vehicle", the aggregate amount applicable to one "insured motor vehicle" shall be exhausted before "essential services expenses" or "survivors' loss" will be payable under the aggregate which applies to any other "insured motor vehicle". Subject to this maximum aggregate:

(1) The maximum amount payable for "work loss" shall not exceed $250.00 per week.

(2) The maximum amount payable for "essential services expenses" shall not exceed $200.00 per week.

(3) The maximum amount payable for "funeral expenses" shall not exceed $2,000.

(4) The maximum amount payable for "survivors' loss":

(a) With respect to paragraph **A.5.a.** of the definition of "survivors' loss" shall not exceed $200.00 per week; and

(b) With respect to paragraph **A.5.b.** of the definition of "survivors' loss" shall not exceed $200.00 per week.

E. Changes in Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties in The Event of Accident, Claim, Suit, Or Loss is replaced by the following:

a. In the event of any "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to us or any of our authorized agents within six months from the date of the "accident". Failure to provide such written notice shall not render an "insured" ineligible to receive benefits unless actual prejudice is shown by us and then only to the extent of the prejudice. If an "insured", his or her legal representative or his or her surviving dependents shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her surviving dependents.

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b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. An "insured" who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than medical rehabilitation procedure or treatment, shall notify us that he or she has undertaken the procedure, treatment or training within 60 days after a rehabilitation expense exceeding $1,000 has been incurred for the procedure, treatment, or training, unless we know or have reason to know of the undertaking. If the "insured" does not give the required notice within the prescribed time, we are responsible only for $1,000 or the expense incurred after the notice is given and within 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

2. **Transfer of Rights of Recovery Against Others To Us** is replaced by the following:

   Subject to any applicable limitations set forth in the Minnesota no-fault accident insurance act, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

3. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is amended by the following:

   In the event the "insured" has other similar insurance including self-insurance available and applicable to the "accident", we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit Of Insurance hereunder bears to the sum of the applicable Limits Of Insurance of this coverage and such other insurance.

   However, if the driver or occupant of a "motor vehicle" sustains "bodily injury" while using the vehicle in the business of transporting persons or property, this insurance is primary.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Policy Condition is replaced by the following:

   If the Schedule indicates that the Named Insured elected to add together two or more personal injury protection coverages, the Two Or More Coverage Forms Or Policies Issued By Us provision in the Policy Conditions section of the Coverage Form does not apply to coverage afforded under this endorsement. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

5. The following Conditions are added:

   COORDINATION, NON-DUPLICATION AND PRIORITY OF PAYMENTS

   a. No "insured" shall recover duplicate benefits for the same elements of "loss" under this or any similar insurance including self-insurance.

   b. If the Schedule indicates that the Named Insured elected to add together two or more personal injury protection coverages and if "essential services expenses" or "survivors' loss" benefits are payable under more than one Coverage Form or policy, the aggregate applicable to these benefits under any one Coverage Form or policy must be exhausted before these benefits are payable under another Coverage Form or policy.

   c. Any amount payable under any Uninsured Motorists Coverage afforded under this Coverage Form or policy shall be reduced by the amount of any personal injury protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle insurance Coverage Form or policy because of "bodily injury" sustained by an "insured".

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REIMBURSEMENT AND TRUST

Subject to any applicable limitations set forth in the Minnesota no-fault accident insurance act, in the event of any payment to any person under this coverage:

a. We shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the "bodily injury" because of which such payment is made; and we shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter.

b. Such person shall hold in trust for our benefit all rights of recovery which he or she shall have against such other person or organization because of such "bodily injury".

c. Such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such right; and

d. Such person shall execute and deliver to us instruments and papers as may be appropriate to secure the rights and obligations of such person and us established by this provision.

CONSTITUTIONALITY CLAUSE

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Minnesota no-fault automobile insurance act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means the spouse or any person related to the Named Insured by blood, marriage or adoption, including a minor in the custody of the Named Insured, spouse or such related person who is a resident of the same household as the Named Insured whether or not temporarily residing elsewhere.

2. "Insured motor vehicle" means a "motor vehicle" with respect to which:

   a. The "bodily injury" liability insurance of the Coverage Form or policy applies and for which a specific premium is charged, and

   b. The "named insured" is required to maintain security under the provisions of the Minnesota no-fault automobile insurance act.

3. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:

   a. Is required to be registered pursuant to Minnesota Statutes, Chapter 168, and

   b. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property, and includes a trailer with one or more wheels, when the trailer is connected to or being towed by a "motor vehicle".

4. "Occupying" means in or upon, entering into or alighting from.

5. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a "motor vehicle" when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as carpools, commuter vanpools and buspools whether or not furnished by an employer. It does not include transportation of employees by an employer from one place to another.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SCHEDULE

	Limit	
Uninsured Motorists Coverage	$	Each "Accident"
Underinsured Motorists Coverage	$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought against an uninsured or underinsured motorist is not binding on us unless we have:
   a. Received reasonable notice of the commencement of the "suit" resulting in judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. You while "occupying" or when struck by a vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

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b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:

a. You while "occupying" or when struck by a vehicle owned by you that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota no-fault insurance act, while using a covered "auto" which is owned by you.

6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":

a. With an "uninsured motor vehicle" is the limit of Uninsured Motorists Coverage shown in the Schedule.

b. With an "underinsured motor vehicle" is the limit of Underinsured Motorists Coverage shown in the Schedule.

We will apply the limit of liability for each of these coverages as shown in the Schedule to provide separate limits required by law for uninsured and underinsured "bodily injury" liability.

2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under Personal Injury Protection applicable to the same element of loss.

3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, Medical Payments Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage and Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other applicable insurance" applies only to other collectible uninsured motorists insurance and is replaced by the following:

a. With respect to coverage we provide when a covered "auto" you own is involved in an "accident", only:

(1) The Limit Of Insurance for Uninsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.

(2) The Limit Of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.

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b If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of recovery apply:

First Priority	The policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any Coverage Form or policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the "insured" as a named insured or family member.

(1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

(2) Where there is applicable insurance available under the first priority:

(a) The Limit Of Insurance applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority, shall first be exhausted; and

(b) If there is other applicable insurance available under one or more policies or provisions of coverage:

The maximum recovery in the second priority under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

If the coverage under this coverage form is provided:

(i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

(3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our Limit Of Insurance bears to the total of all applicable limits in the same level of priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

For an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:

(1) Identify the "insured", the owner or driver of the "underinsured motor vehicle", and the insurer of the "underinsured motor vehicle";

(2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and

(3) Disclose the agreed upon amount of the tentative settlement; and

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b Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3 **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

c. For an "underinsured motor vehicle", Paragraph **3.a.** of the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply if:

(1) We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

(2) We fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover the advance payment.

d. Our rights under Paragraph **3.a.** of this condition do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

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c That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Designed for use mainly off public roads while not on public roads; or

c. That is an "underinsured motor vehicle".

4. "Underinsured motor vehicle" means a land motor vehicle or trailer for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-Fault Automobile Insurance Act but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

a. For which a liability bond or policy applies at the time of the "accident" but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Minnesota No-Fault Automobile Insurance Act.

b. Designed for use mainly off public roads while not on public roads.

c. That is an "uninsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. If this policy has been issued to cover an "auto" for personal use the CANCELLATION Common Policy Condition does not apply to that "auto". The following Condition applies instead:

Cancellation

1. The first Named Insured may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail written notice of cancellation to the first Named Insured within this period. If we cancel, we will mail the first Named Insured at least 10 days notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium. If we cancel for this reason, we will mail the first Named Insured at least 10 days notice.
   b. There has been a substantial change in the risk assumed by us since the policy was issued. If we cancel for this reason, we will mail the first Named Insured at least 30 days notice.
   c. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
   d. Willful and negligent acts or omission by the "insured" have substantially increased the hazards insured against. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
   e. Revocation or suspension of your driver's license or that of another operator who either resides in the same household or customarily operates the "auto". If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
   f. You present a claim based on fraud or material misrepresentation. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
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 you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added:

Nonrenewal

1. If we decide not to renew or continue 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.

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2 If we offer to renew or continue and you do not accept, this Coverage Part will end on the expiration date of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

3 If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Coverage Part will end on the effective date of that insurance.

C. Mailing of Notices

We will mail or deliver our notice of cancellation or nonrenewal to your last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO – UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in New Mexico, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle" because of:
   a. "Bodily injury" sustained by an "insured" and caused by an "accident"; or
   b. "Property damage" caused by an "accident". Paragraph **b.** of the "uninsured motor vehicle" definition does not apply to "property damage".

   The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or

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b A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

The following are "insureds" for Uninsured Motorists Coverage:

1. Any Class 1 "insured", meaning you, if you are an individual. If you are an individual, your "family member" is also a Class 1 "insured".

2. Any Class 2 "insured", meaning:

a. You, if you are not an individual;

b. Anyone other than a Class 1 "insured" while "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction. Anyone other than a Class 1 "insured" includes your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders;

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. The first $250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.

D. Limit Of Insurance

The Limit of Insurance available to a Class 1 "insured" may differ from the Limit of Insurance available to a Class 2 "insured". Read carefully the following paragraphs and the descriptions of Class 1 "insured" and Class 2 "insured" in the Who Is An Insured provision to determine the applicable Limit of Insurance.

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations. If there is more than one covered "auto", and "bodily injury" or "property damage" is sustained by a Class 1 "insured", our Limit of Insurance for any one "accident" is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:

a. The most we will pay for all damages sustained in such "accident" by a Class 2 "insured" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations for this coverage, at the time of the "accident".

b. Any Class 1 "insured" who sustains "bodily injury" or "property damage" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share shall be the proportion that that person's damages bears to the sum of:

(i) The total damages sustained by all Class 2 "insureds"; and

(ii) That portion of the damages sustained by any Class 1 "insured" which remains after the limits for this coverage applicable to any covered "auto" which was not involved in the "accident" have been exhausted.

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2. If the "bodily injury" or "property damage" is sustained by any Class 2 "insured" in an "accident" in which no Class 1 "insured" sustained "bodily injury" or "property damage", the Limit of Insurance shown in the Schedule or Declarations for this coverage, at the time of the "accident", is our maximum limit of liability for all damages resulting from any such "accident".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

4. With respect to damages resulting from an "accident" involving an underinsured motor vehicle, as described in Paragraph **4.b.** of the "uninsured motor vehicle" definition, the Limit of Insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

5. We will not pay for a "loss" which is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insured, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Section **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advance payment.

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4 The following Condition is added:

ARBITRATION

a If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning whether there is coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally, unless the arbitration costs are awarded to the prevailing party by the arbitrators.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

5. **Two Or More Coverage Forms Or Policies Issued By Us** in the Business Auto Coverage Form, Garage Coverage Form and Truckers Coverage Form, does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

   a. A covered "auto", or

   b. Property owned by you or any "family member", or

   c. Property contained in a covered "auto" and owned by anyone else "occupying" the covered "auto".

4. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but their limits are less than the sum of the limits of this coverage applicable to the "insured".

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

   The vehicle must either:

   (i) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

   (ii) Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle the "insured" is "occupying" at the time of an "accident".

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

   b. Owned by a governmental unit or agency; or

   c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. CHANGES IN LIABILITY INSURANCE

The LIMIT OF INSURANCE provision is changed by adding the following:

Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

B. CHANGES IN CONDITIONS

1. The OTHER INSURANCE condition in the BUSINESS AUTO and GARAGE COVERAGE FORMS and the OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the TRUCKERS and MOTOR CARRIER COVERAGE FORMS is changed by adding the following:

   When two policies providing liability coverage apply to an "auto" and:

   a. One provides coverage to a named insured who is an authorized motor vehicle dealer, and

   b. The other provides coverage to a person not engaged in that business, and

   c. At the time of an "accident" a person described in **b.** is operating the "auto", then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:

   (1) The person is operating the "auto" with the permission of the dealer, and

   (2) The change in financial responsibility is evidenced by a release signed by the person operating the "auto" and

   (3) No fee or lease charge has been made by the dealer for the use of the "auto".

2. Paragraph **c.(2)** of the DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS Condition is amended to read as follows:

   (2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oklahoma, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   - **a.** The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   - **b.** A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
     - (1) Have been given prompt written notice of such tentative settlement; and
     - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".

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3 Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

4 Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. "Bodily injury" sustained by any person who is a "family member", while "occupying", or when struck by, any motor vehicle owned by that person for which the security required by the Oklahoma financial responsibility law is not in effect or which is not insured for Uninsured Motorists Coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of "insureds", or claims made, the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if the "bodily injury" is sustained by you or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:
   a. The most we will pay for all damages sustained in such "accident" by an "insured" other than you or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
   b. You or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

   A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".
2. If the "bodily injury" is sustained by any "insured", other than you or any "family member", in an accident in which neither you nor any "family member" sustained "bodily injury", the limit of liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such accident.
3. Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this policy.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved, and
   b. Promptly send us copies of the legal papers if a suit is brought.
   c. A person seeking uninsured motorists coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle", and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail, and must include:
      (1) Written documentation of economic losses,

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(2) Copies of all medical bills, and

(3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.

3 **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle", and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage, and

b. We also have the right to recover the advanced payment.

4. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

5. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or

b. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL 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. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following:

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

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

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

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

(1) Nonpayment of premium;

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

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

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

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

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

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

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

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

1. Nonrenewal

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

(1) The expiration date of this policy; or

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

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

c If notice is mailed:

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

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

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

e. We will **not** provide notice of nonrenewal if:

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

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

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

2. **Premium Or Coverage Changes At Renewal**

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

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

(1) The expiration date of this policy; or

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

c. If notice is mailed:

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

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

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

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

(1) 45 days after notice is given; or

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

whichever occurs first.

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

f. We will **not** provide notice of the following:

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

The APPRAISAL Condition is replaced by the following:

APPRAISAL

1. If we and you disagree on the value of the property or the amount of the loss ("loss"), both parties may agree to an appraisal of the loss ("loss") and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will retain our right to deny the claim.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

	Limit	
UNINSURED MOTORISTS COVERAGE	$	EACH "ACCIDENT"
UNDERINSURED MOTORISTS COVERAGE	$	EACH "ACCIDENT"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. No judgment for damages arising out of a "suit" brought against, or settlement entered into with, the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in judgment or the negotiations resulting in settlement; and
   b. Had a reasonable opportunity to protect our interests in the "suit" or settlement.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".

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3 Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

4 Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
   a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the applicable limit of Uninsured Motorists Coverage and Underinsured Motorists Coverage shown in the endorsement Schedule. However, subject to the provisions in **D.1.a.** and **b.** below, in the case of an "accident" involving both an "uninsured motor vehicle" and an "underinsured motor vehicle", the most we will pay is both the limit of Uninsured Motorists Coverage and the limit of Underinsured Motorists Coverage shown in the endorsement Schedule.
   a. The limit entry for Uninsured Motorists Coverage in the endorsement Schedule applies only to "uninsured motor vehicles" as defined in Paragraph **F.3.** of the Additional Definitions Section.
   b. The limit entry for Underinsured Motorists Coverage in the endorsement Schedule applies only to "underinsured motor vehicles" as defined in Paragraph **F.4.** of the Additional Definitions Section.
2. No one will be entitled to receive duplicate payments for the same elements of "loss".

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
3. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", the limit of liability shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
4. Any amount paid under this coverage will reduce any amount an "insured" may be paid under this Coverage Form's Liability Coverage.

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E Changes In Conditions

The following Condition is changed for Uninsured Motorists Coverage only:

Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

The Conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, or

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b For which an insuring or bonding company denies coverage or is or becomes insolvent, or

c Which is a hit-and-run vehicle and neither the driver nor owner can be identified or which causes an "accident" resulting in "bodily injury" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or trailer to which a liability bond or policy applies at the time of an "accident", but the amount paid for "bodily injury" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads;

d. Which is an "uninsured motor vehicle"; or

e. For which an insuring or bonding company denies coverage or is or becomes insolvent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of **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 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

(a) Nonpayment of premium;

(b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;

(d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

(e) 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;

(f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(g) Your violation or breach of any policy terms or conditions; or

(h) Such other reasons as are approved by the director of insurance.

B. The following condition is added and supersedes any provisions 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 not less than 60 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous 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.

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TE 00 39B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDATORY ENDORSEMENT – TEXAS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective 08/01/2003	Policy Number
Named Insured Xcel Energy Inc.	Countersigned by (Authorized Representative)

I. CHANGES IN CONDITIONS

BUSINESS AUTO COVERAGE FORM—SECTION IV—BUSINESS AUTO CONDITIONS Paragraph A.2.
TRUCKERS COVERAGE FORM—SECTION V—TRUCKERS CONDITIONS Paragraph A.2.
GARAGE COVERAGE FORM—SECTION V—GARAGE CONDITIONS Paragraph A.2.

is amended to add the following:

Business Auto — e.
Truckers — d.
Garage — d.

Within 15 days after we receive your written notice of claim, we must:

(1) acknowledge receipt of the claim.

If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgement.

(2) begin any investigation of the claim

(3) specify the information you must provide in accordance with paragraph b. above

We may request more information, if during the investigation of the claim such additional information is necessary.

Business Auto — f.
Truckers — e.
Garage — e.

After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed.

(1) within 15 **business days**; or

(2) within 30 days if we have reason to believe the loss resulted from arson.

Business Auto — g.
Truckers — f.
Garage — f.

If we do not approve payment of your claim or require more time for processing your claim, we must:

(1) give the reasons for denying your claim, or

(2) give the reasons we require more time to process your claim. But, we must either approve or deny your claim within 45 days after our requesting more time.

Business Auto — h.
Truckers – g.
Garage – g.

In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional 15 days.

Business Auto — i.
Truckers – h.
Garage – h.

Loss Payment

(1) If we notify you that we will pay your claim, or part of your claim, we must pay within 5 **business days after** we notify you.

(2) If payment of your claim or part of your claim requires the performance of an act by you, we must pay within 5 **business days** after the date you perform the act.

Business Auto —j
Truckers – i
Garage – i

Notice of Settlement of Liability Claim

(1) We will notify you in writing of any initial offer to compromise or settle a claim against you under the liability section of this policy. We will give you notice within 10 days after the date the offer is made.

(2) We will notify you in writing of any settlement of a claim against you under the liability section of this policy. We will give you notice within 30 days after the date of the settlement.

2 **CHANGES IN DEFINITIONS**

BUSINESS AUTO COVERAGE FORM—SECTION V—DEFINITIONS
TRUCKERS COVERAGE FORM—SECTION VI—DEFINITIONS
GARAGE COVERAGE FORM—SECTION VI—DEFINITIONS

is amended to add the following:

Business Auto—**K. Business day** means a day other than a Saturday, Sunday, or holiday recognized by the state of Texas.
Trucker—**M.**
Garage—**M.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDATORY ENDORSEMENT – TEXAS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective 08/01/2003	Policy Number
Named Insured Xcel Energy Inc.	Countersigned by

(Authorized Representative)

CHANGES IN COMMON POLICY CONDITIONS -

A. CANCELLATION OR NONRENEWAL

Paragraph 2a, (2) and (3) are changed to read:

(2) If this is not a renewal or continuation policy, and if it has been in effect for 60 or fewer days, we may cancel for any reason.

(3) If this is a renewal or continuation policy, or if it has been in effect for more than 60 days in the initial policy period, we may cancel only for one or more of the following reasons:

(a) Fraud in obtaining coverage;

(b) Failure to pay premiums when due;

(c) An increase in hazard within the control of the **insured** which would produce an increase in rate;

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

(e) If we have been placed in supervision, conservatorship or receivership and the cancellation or non-renewal is approved or directed by the supervisor, conservator or receiver.

CHANGES IN PHYSICAL DAMAGE COVERAGE

BUSINESS AUTO COVERAGE FORM – SECTION III.C. – LIMITS OF INSURANCE
GARAGE COVERAGE FORM – SECTION IV.C.1. – LIMITS OF INSURANCE
TRUCKERS COVERAGE FORM – SECTION IV.C. – LIMITS OF INSURANCE

is amended by adding the following sentence (as a separate paragraph) at the end:

At the mutual agreement of you and us, we will not apply the applicable deductible for a glass loss if the glass is repaired rather than replaced.

TE 04 01C

PERSONAL INJURY PROTECTION ENDORSEMENT – TEXAS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
NON-RESIDENT TEXAS AUTO POLICY

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

Endorsement Effective 08/01/2003	Policy Number
Named Insured Xcel Energy Inc.	Countersigned by (Authorized Representative)

SCHEDULE

Limits of Insurance (each Insured)	Premium
_____	_____
_____	_____
_____	_____

Description of Covered Autos
(Check appropriate block)

[☐] Any auto owned by you.
[☐] Any private passenger auto owned by you.
[☐] Any motor vehicle to which are attached dealer's license plates issued to you.
[☐] Any motor vehicle designated in the Declarations of the policy by the letters P.I.P and a motor vehicle ownership of which is acquired during the policy period by you as a replacement therefor.
[☐] _____

A. COVERAGE

We will pay Personal Injury Protection benefits because of **bodily injury**:

1. resulting from a motor vehicle **accident**; and
2. sustained by a person **insured**.

Our payment will only be for **losses** or expenses incurred within three years from the date of **accident**.

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. Eighty percent of an **insured's** loss of income from employment. These benefits apply only if, at the time of the **accident**, the **insured**.
   a. was an income producer; and
   b. was in an occupational status.

These benefits do not apply to any **loss** after the **insured** dies.

Loss of income is the difference between:

a. income which would have been earned had the person **insured** not been injured; and
b. the amount of income actually received from employment during the disability.

If the income being earned as of the date of **accident** is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the **accident** shall be used.

3 Reasonable expenses incurred for obtaining services. These services must replace those an **insured** would normally have performed

a without pay;

b during a period of disability; and

c for the care and maintenance of the family or household.

These benefits apply only if, at the time of the **accident**, the **insured**:

a. was not an income producer; and

b. was not in an occupational status.

These benefits do not apply to any loss after the **insured** dies.

B. EXCLUSIONS

We do not provide Personal Injury Protection Coverage for any person for **bodily injury** sustained:

1. In an **accident** caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While **occupying** or when struck by, any motor vehicle (other than a **covered auto**) which is owned by you.
5. By a **family member** while **occupying** or when struck by any motor vehicle (other than a **covered auto**) which is owned by a **family member**.

C. WHO IS AN INSURED

1. You or any **family member** while **occupying** or when struck by any **auto**.
2. Anyone else **occupying** a **covered auto** with your permission.

D. LIMIT OF INSURANCE

Regardless of the number of owned **covered autos**, **insureds**, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for **bodily injury** for each **insured** in any one **accident** is the limit of Personal Injury Protection shown in this Schedule or in the Declarations.

E. CONDITIONS

The CONDITIONS of the policy are changed for Personal Injury Protection as follows:

1. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. The reference in OTHER INSURANCE to "other collectible insurance" is replaced by the following:

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.

F. PAYMENT PROVISION

Loss Payments. Benefits are payable:

1. not more frequently than every two weeks, and
2. within 30 days after satisfactory proof of claim is received.

G. ASSIGNMENT OF BENEFITS

Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

H. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Sections and have special meaning for Personal Injury Protection.

1. **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.
3. **"Covered auto"** means an **auto**:
   a. owned or leased by you or
   b. while temporarily used as a substitute for an owned **covered auto** that has been withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

Liability coverage of this policy must apply to the **covered auto**.

Covered auto includes **autos** (described in a. and b. above) for which Personal Injury Protection coverage has not been rejected in writing.

UNINSURED/UNDERINSURED MOTORISTS INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
NON-RESIDENT TEXAS AUTO POLICY

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

Endorsement Effective 08/01/2003	Policy Number
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

Coverage	Limits of Insurance	Premium
Bodily Injury	$ each person $ each accident	$
Property Damage	$ each accident	$
Combined Liability	$ each accident	$

Designated Person: _____

Description of Covered Autos
(Check appropriate box.)

- ☐ Any **auto** owned by you.
- ☐ Any private passenger **auto** owned by you.
- ☐ Any **auto** to which are attached dealer's license plates issued to you.
- ☐ Any **auto** designated in the declarations of the policy [by the letters "UM/UIM"] and an **auto** ownership of which is acquired during the policy period by you as a replacement therefor.
- ☐ _____

A. COVERAGE

We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by an **insured**, or **property damage** caused by an **accident**. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Any judgment for damages arising out of a **suit** brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.

B. EXCLUSIONS

1. We do not provide Uninsured/Underinsured Motorists Insurance for any person:

   a. For **bodily injury** sustained while **occupying**, or when struck by any motor vehicle or a **trailer** of any type owned by you, a **designated person** or a **family member** of either which is not insured for this coverage under this policy.

   b. If that person or the legal representative settles the claim without our consent.

   c. For the first $250 of the amount of damage to the property of that person as the result of any one **accident**.

   d. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to you, any **designated person** or a **family member** of either while using a **covered auto**.

e For **bodily injury** or **property damage** resulting from the intentional acts of that person.

2 This coverage shall not apply directly or indirectly to benefit:

a any insurer or self-insurer under any workers' compensation, disability benefits or similar law;

b any insurer of property.

C WHO IS AN INSURED

1 You and any **designated person** and any **family member** of either.

2 Any other person **occupying a covered auto**.

3. Any person or organization for damages that person or organization is entitled to recover because of **bodily injury** sustained by a person described in 1. or 2. above.

D. LIMIT OF INSURANCE

When separate Limits of Insurance for **bodily injury** and **property damage** liability are shown in the Declarations or in the schedule for this coverage the Limit of Insurance for each person for **bodily injury** liability is our maximum Limit of Insurance for all damages for **bodily injury** sustained by any one person in any one **auto accident**. Subject to this limit for each person, the Limit of Insurance indicated for each **"accident"** for **bodily injury** liability is our maximum Limit of Insurance for all damages for **bodily injury** resulting from any one **accident**. The Limit of Insurance indicated for each **"accident"** for **property damage** liability is our maximum Limit of insurance for all damages to all property resulting from any one **auto accident**.

. . applicable Limit of Insurance shown either in the Schedule or in the Declarations for this coverage is for combined liability, it is our aximum limit of insurance for all damages resulting from any one **accident**.

his is the most we will pay regardless of the number of:

1. **insureds;**
2. claims made;
3. policies or bonds applicable;
4. **covered autos;**
5. vehicles involved.

Subject to this maximum, our limit of liability will be the lesser of:

1. The difference between the amount of a covered **insured's** damages for **bodily injury** or **property damage** and the amount paid or payable to that covered **insured** for such damages, by or on behalf of persons or organizations who may be legally responsible; and

2. The applicable limit of liability for this coverage.

to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out in the Schedule or in erations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any workers' ation law, disability benefits law, any similar law, auto medical expense coverage or Personal Injury Protection Coverage.

ny payment under this coverage to or for an **insured** will reduce any amount that **insured** is entitled to recover for the same damages nder the LIABILITY COVERAGE of this policy.

PECIAL PROVISION FOR PROPERTY DAMAGE

ny **property damage loss** to which the PHYSICAL DAMAGE COVERAGE of this policy (or similar coverage from another policy) and this overage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:

1. neither one by itself is sufficient to cover the **loss;**
2. you pay the higher deductible amount (but you do not have to pay both deductibles); and
3. you will not recover more than the actual damages.

E. CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED/UNDERINSURED MOTORISTS INSURANCE as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

a. promptly notify the police if a hit-and-run driver is involved, and
b. promptly send us copies of the legal papers if a **suit** is brought,
c. take reasonable steps after **loss** to protect the **covered auto** and its equipment from further **loss**. We will pay reasonable expenses incurred to do this,
d. permit us to inspect and appraise the damaged property before its repair or disposal.

2 TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

f we make any payment and the **insured** recovers from another party, the **insured** shall hold the proceeds in trust for us and eimburse us to the extent of our payment. However, we may not claim the amount recovered from an insurer of any underinsured motor vehicle

3 The reference in OTHER INSURANCE to "other collectible insurance" is replaced by the following:

f there is other applicable similar insurance we will pay only our share of the **loss**. Our share is the proportion that our Limit of Insurance bears o the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

F ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for UNINSURED/UNDERINSURED MOTORISTS INSURANCE;

1. **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. **"Designated person"** means an individual named in the schedule. By such designation, that person has the same coverage as you.
3. **"Occupying"** means in, upon, getting in, on, out or off.
4. **"Covered auto"** means an auto:
   a. owned or leased by you or
   b. while temporarily used as a substitute for an owned **covered auto** that has been withdrawn from normal use because of its breakdown, repair, servicing, **loss** or destruction.

Liability coverage of this policy must apply to the **covered auto**.
Covered auto includes **autos** (described in a. and b. above) for which Uninsured/Underinsured Motorists Insurance has not been rejected in writing.

5. **"Property damage"** means injury to or **loss** of or destruction of;
   a. a **covered auto**, or
   b. property owned by you, a **designated person**, or any **family member** of either while contained in a **covered auto**; or
   c. property owned by any other person **occupying** the **covered auto** while contained in the **covered auto**; and
   d. any property owned by you, a **designated person** or **family member** of either while contained in any **auto** not owned, but being operated by you, a **designated person** or any **family member** of either.
6. **"Uninsured motor vehicle"** means a land motor vehicle or **trailer** of any type:
   a. To which no liability bond or policy applies at the time of the **accident**.
   b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit an **insured**, a **covered auto** or a vehicle an **insured** is **occupying**.
   c. To which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company denies coverage or is or becomes insolvent.
   d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident but its limit of liability either:
      (1) is not enough to pay the full amount the covered **insured** is legally entitled to recover as damages; or
      (2) has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered **insured** is legally entitled to recover as damages.

However, **"uninsured motor vehicle"** does not include any vehicle or equipment,

a. Owned by or furnished or available for the regular use of you, a **designated person** or a **family member** of either.

b. Owned or operated by a self-insurer under any applicable motor vehicle law.

c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of **bodily injury** or **property damage** on the governmental body for an amount not less than the Limit of Insurance for this coverage.

d. Operated on rails or crawler treads.

e. Designated mainly for use off public roads while not on public roads.

f. While located for use as a residence or premises.

TE 99 60A

SUPPLEMENTARY DEATH BENEFIT

This endorsement modifies insurance provided under the following:

MEDICAL PAYMENT
PERSONAL INJURY PROTECTION
AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGE

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

Endorsement Effective 08/01/2003	Policy Number
Named Insured Xcel Energy Inc.	Countersigned by

(Authorized Representative)

A. COVERAGE

We will pay under the provisions of personal injury protection insurance, medical payment insurance and/or auto death indemnity insurance as afforded by this policy except as limited by this endorsement.

We will pay a supplementary death benefit equal to the limit shown for the coverages but not exceeding ten thousand ($10,000) per person because of death:

1. Caused by an **auto accident**; and

2. Sustained by an **insured** while wearing a **seat belt** or protected by an **airbag**.

We will pay the benefit, if death from an **auto accident** occurs within three years of the date of such **accident**, except under auto death indemnity, death must occur within one year of the date of such **accident**.

B. PROOF OF CLAIM FOR DEATH BENEFIT

The **beneficiary** must furnish us with proof of death of the **insured**, accompanied by a police report or other suitable proof, that the **insured** at the time the **auto accident** occurred, was wearing a **seat belt** or protected by an **airbag**.

C. OTHER INSURANCE

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

D. ADDITIONAL DEFINITIONS

The following are added to the DEFINITION Section and have special meaning for Supplementary Death Benefit.

1. "**Insured**" as used in this endorsement means the same persons who are covered under auto medical payments insurance, personal injury protection insurance, garage auto medical payments and/or auto death indemnity insurance.
2. "**Seat Belt**" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.
3. "**Airbag**" is a functioning airbag designed to protect the occupant of a seat in an **auto**.
4. "**Beneficiary**" means (in order of priority of payment):
   a. the surviving spouse if a resident in the same household as the deceased at the time of the **accident**, or
   b. if the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the **accident**, or
   c. the estate of the deceased.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Wisconsin, the coverage form is changed as follows:

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Changes In Liability Coverage

1. If your business is other than selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by WIS. STAT. Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
   a. $60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
   b. $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.
2. If your business is selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include anyone other than an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by WIS. STAT. Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
   a. $60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
   b. $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.
3. The following is added to **Who Is An Insured:**

   Anyone else is an "insured" while using a covered "auto" you own with your or any adult "family member's" permission.
4. The Garage Coverage Form is changed as follows:
   a. Paragraph **a.(2)(d)(i)** of the **Who Is An Insured** Provision is replaced by the following:

      Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to $60,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15.

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b Paragraph **a.(2)(d)(ii)** of the **Who Is An Insured** Provision is replaced by the following:

Has other available insurance (whether primary, excess or contingent), less than the applicable minimum limit for "bodily injury" or "property damage" liability specified by WIS. STAT. Section 344.15, they are an "insured" only for the amount by which the applicable minimum limit of liability exceeds the limit of their other insurance. The applicable minimum limit is:

(1) $60,000 for each "accident" for "bodily injury" or "property damage", if the limit of liability is a single limit that applies for each "accident"; or

(2) $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.

5. The **Fellow Employee** Exclusion does not apply if the "bodily injury" results from the use of covered "auto" you do not own or lease.

B. Changes In Medical Payments Coverage

1. Medical services also includes chiropractic services.
2. The Transfer Of Rights Of Recovery Against Others To Us Condition applies.

C. Changes In Conditions

1. The first sentence of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   We have no duty to provide coverage under this policy if failure to comply with the following duties is prejudicial to us:

   In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representatives notice as soon as reasonably possible of the "accident" or "loss".

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

   We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

3. The Legal Action Against Us Condition does not apply.
4. The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

   No oral or written statement, representation or warranty made by the "insured" or in his behalf in the negotiation for or procurement of this coverage form shall be deemed material or defeat or void this coverage form, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the "loss" and no breach of a warranty in this coverage form shall defeat or void this coverage form unless the breach of such warranty increased the risk at the time of "loss", or contributed to the "loss", or existed at the time of the "loss".

   Our authorized representative's knowledge will be considered our knowledge. If our authorized representative knows before an "accident" or "loss" something which violates a policy condition, this will not void the policy or defeat a recovery for a claim.

   If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

5. The following is added:

   CONFORMITY TO STATUTE OR RULE

   Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

   The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Sec. 227.11(2) and published in the Wisconsin Administrative Code.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM 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. 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.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

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

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

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

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

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b Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following 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 written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

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

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

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

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3 **Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in, Wisconsin, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below:

Endorsement Effective: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

"Bodily Injury"	$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if **a.** or **b.** below applies:
   - **a.** The limits of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   - **b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
     - **(1)** Have been given prompt written notice of such tentative settlement; and
     - **(2)** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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C **Exclusions**

This insurance does not apply to any of the following:

1 The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

2. "Bodily injury" sustained by:

   a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

   c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

D. **Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.

2. The Limit of Insurance under this coverage shall be reduced by:

   a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and

   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Underinsured Motorists Coverage Endorsement or Uninsured Motorists Coverage Endorsement.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. **Changes In Conditions**

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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2 **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a Promptly send us copies of the legal papers if a "suit" is brought; and

b Promptly notify us, in writing, of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.

b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage, if we:

a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

b. We also have a right to recover the advanced payment.

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the applicable minimum limit for bodily injury liability specified by WIS. STAT. Section 344.15. The applicable minimum limit is:

a. $50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or

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b $25,000 for each person/$50,000 for each "accident" if the limit of liability is indicated as a split limit;

but that sum is less than the Limit Of Insurance of this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads; or

d. That is an "uninsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged or "garage operations" conducted in, Wisconsin, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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 08/01/2003	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE

$ Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

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3 "Bodily injury" sustained by:

a You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is [illegible] for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the Schedule or Declarations.

2. The Limit of Insurance under this coverage shall be reduced by:

a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and

b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's LIABILITY COVERAGE.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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2 DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

a Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.

b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid only after the "insured" has been fully compensated for damages.

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for bodily injury liability specified by WIS. STAT. Section 344.15. The applicable minimum limit is:

(1) $50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident", or

(2) $25,000 for each person/$50,000 for each "accident" if the limit of liability is indicated as a split limit.

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned or operated by a self-insurer under Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide at least $50,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15;

c. Owned by a governmental unit or agency;

d. Designed for use mainly off public roads while not on public roads; or

e. That is an "underinsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA 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. Paragraph **2.** of the **Cancellation** Common Policy Conditions is replaced by the following:

2. Cancellation Of Policies In Effect

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

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

b. 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.

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

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

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

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

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

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

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

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

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

NONRENEWAL

1 If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – DUTY TO DEFEND

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SECTION II – LIABILITY COVERAGE for a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Wyoming, is changed as follows:

The following is added to **A.** COVERAGE:

The tender of the LIMITS OF INSURANCE before judgment or settlement does not relieve us of our duty to defend.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Wyoming, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under the coverage selected under this endorsement only if **a.** or **b.** below applies:
   - **a.** The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   - **b.** A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
     - **(1)** Have been given prompt written notice of such tentative settlement; and
     - **(2)** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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C **Exclusions**

This insurance does not apply to any of the following:

1 Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law. However, this exclusion does not apply to the Workmen's Compensation Division of the Wyoming State Treasurer's Office.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of:

   a. Covered "autos" or premiums paid for this coverage under this policy,

   b. "Insureds",

   c. Claims made, or

   d. Vehicles involved in the "accident",

   the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, and any Liability Coverage Form or Medical Payments Coverage Endorsement.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

   (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

   (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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2 **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a Promptly notify the police if a hit-and-run driver is involved, and

b Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

b. We also have a right to recover the advance payment.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** General Condition does not apply to Uninsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of loss.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an "accident" resulting in "bodily injury" without hitting:

(1) You or any "family member";

(2) A vehicle which you or any "family member" are "occupying"; or

(3) Your covered "auto".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proven. We will only accept corroborating evidence of the claim other than the testimony of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2003	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

Location No.	Coverages	Limit Of Insurance For Each Location
1	Comprehensive	$ 1,000,000 MINUS $ 1,000 DEDUCTIBLE FOR EACH " CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	$ 1,000,000 MINUS $ 1,000 DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".
2	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".
3	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".

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LOCATIONS WHERE YOU CONDUCT "GARAGE OPERATIONS"	
Location No	**Address** **State Your Main Business Location As Location No. 1.**
1	On file with Broker
2	
3	

Premium For All Locations	
Comprehensive	$ Included
Specified Causes Of Loss	$
Collision	$ Included

DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **EXCESS INSURANCE**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ **PRIMARY INSURANCE**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

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

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. **Coverage**

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

   a. **Comprehensive Coverage**

   From any cause except:

   (1) The "customer's auto's" collision with another object; or

   (2) The "customer's auto's" overturn.

   b. **Specified Causes Of Loss Coverage**

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft; or

   (3) Mischief or vandalism.

   c. **Collision Coverage**

   Caused by:

   (1) The "customer's auto's" collision with another object; or

   (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. **Who is An Insured**

   The following are "insured's" for "loss" to "customer's auto's".

   a. You.

   b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

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4 **Coverage Extension**

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

a. All expenses we incur.

b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

C. **Exclusions**

1. This insurance does not apply to any of the following:

a. **Contractual Obligation**

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

b. **Theft**

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. **Defective Parts**

Defective parts or materials.

d. **Faulty Work**

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

d. Any device designed or used to detect speed meaurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

D. **Limit of Insurance And Deductible**

1. Regardless of the number of "customer's autos", "insured's", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insuance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. **Additional Definitions**

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safekeeping. Customers include your employees, and members of their households who pay for services performed.

2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4. "Work you performed" includes:

a. Work, that someone performed on your behalf; and

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

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COMMERCIAL AUTO
CA 99 48 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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CA 20 55 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply.

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NOTICE OF CANCELLATION DESIGNATED PERSON OR ORGANIZATION

Named Insured	Xcel Energy Inc.			Endorsement Number 69
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

It is agreed that in the event of cancellation of this policy by us we will provide written notice within the stated number of days prior to the Date of Cancellation to the following:

50 Day Notice of Cancellation to:
Arizona State Land Department
R/W Section
1616 W. Adam
Phoenix, AZ 85007

45 Day Notice of Cancellation to:
City and County of Denver
Director of Purchasing
303 West Colfax, Suite 675
Denver, CO 80204

30 Day Notice of Cancellation to:
The City of Shakopee
Attn: Judy Cox
129 S. Holmes Street
Shakopee, MN 55379

City of Glendale
633 East Broadway, Room 209
Glendale, CA 91205-4385 to:

Duke Energy Field Services, LP
Materials Management
3300 North A. Street, Building 7
Midland, TX 79705-5421

New York Power Authority
Senior Procurement Agent
123 Main Street
White Plains, NY 10601

30 Day notice of Cancellation to:
Department of General Services
Energy Management Division
717 K Street, Suite 409
Sacramento, CA 95814

City Attorney
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Municipal Electric Authority of Georgia
(MEAG)
1470 River Edge Parkway NW
Atlanta, GA 30328-4686

City of Minneapolis
Purchasing
350 S. 5th St. Room 323 City Hall
Minneapolis, MN 55415

15 Day Notice of Cancellation to:
The State Board of Electricity
Griggs Midway Building, Suite S-128
1821 University Avenue
St. Paul, MN 55104

Authorized Agent

NOTICE OF CANCELLATION DESIGNATED PERSON OR ORGANIZATION

Named Insured	Xcel Energy Inc.			Endorsement Number 69 R
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

It is agreed that in the event of cancellation of this policy by us we will provide written notice within the stated number of days prior to the Date of Cancellation to the following:

50 Day Notice of Cancellation to:
Arizona State Land Department
R/W Section
1616 W. Adam
Phoenix, AZ 85007

45 Day Notice of Cancellation to:
City and County of Denver
Director of Purchasing
303 West Colfax, Suite 675
Denver, CO 80204

30 Day Notice of Cancellation to:
The City of Shakopee
Attn: Judy Cox
129 S. Holmes Street
Shakopee, MN 55379

City of Glendale
633 East Broadway, Room 209
Glendale, CA 91205-4385 to:

Duke Energy Field Services, LP
Materials Management
3300 North A. Street, Building 7
Midland, TX 79705-5421

New York Power Authority
Senior Procurement Agent
123 Main Street
White Plains, NY 10601

30 Day Notice of Cancellation to:
Burlington Northern Santa Fe Railroad
and Staubach Global Services, Inc.
Attn: Insurance Compliance
P.O. Box 12010-BN
Hemet, CA 92546-8010

30 Day notice of Cancellation to:
Department of General Services
Energy Management Division
717 K Street, Suite 409
Sacramento, CA 95814

City Attorney
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Municipal Electric Authority of Georgia
(MEAG)
1470 River Edge Parkway NW
Atlanta, GA 30328-4686

City of Minneapolis
Purchasing
350 S. 5th St. Room 323 City Hall
Minneapolis, MN 55415

15 Day Notice of Cancellation to:
The State Board of Electricity
Griggs Midway Building, Suite S-128
1821 University Avenue
St. Paul, MN 55104

30 Day Notice of Cancellation to:
Burlington Northern/Santa Fe Railroad
and Staubach Global Services, Inc.
Attn: Permits Department
5650 North Riverside Drive, Suite 101
Fort Worth, TX 76137

Authorized Agent

AMENDMENT TO OTHER INSURANCE CONDITION-PRIMARY AND NON-CONTRIBUTORY

Named Insured	Xcel Energy Inc.			Endorsement Number 70
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

If You have specifically agreed in a written contract that this insurance must by primary to and non-contributory with other insurance issued directly to a person or organization, this insurance will be primary to such other insurance; and we will not share with that other insurance any damages incurred by such person or organization for "bodily injury: or "property damage" covered by this policy that occurs after that written contract was made.

However, nothing herein shall operate to increase the Limits of Insurance.

All other terms, exclusions and conditions remain unchanged.

Authorized Agent

AMENDATORY ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 71
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

It is agreed that effective 08/01/2003, Endorsement #69, Notice of Cancellation Designated Person Or Organization, Form #CC1E15 is deleted from this policy in it's entirety.

Authorized Agent

BLANKET LOSS PAYEE ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 72
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

Loss Payee: Any person or organization, where required by written contract or agreement.

Loss or damage under PHYSICAL DAMAGE COVERAGE shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion , secretion or embezzlement of your covered auto. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's right of recovery.

Authorized Agent

INTERNATIONAL AUTO DIC/EXCESS LIABILITY ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 73 (Page 1 of 2)
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

How Coverage is Changed

There are two changes to your Auto Liability Protection which are explained below. These changes will apply only to non-owned and hired autos as described under the Which Autos are Covered section.

1. The following replaces the Where and When We Cover Section.

Where and When we Cover

We cover accidents that take place anywhere in the world while this agreement is in effect.

2. The following sections are added.

Non-Admitted Jurisdiction - Indemnification

In jurisdictions where we may be prevented by law or otherwise from:

- Paying amounts any protected person is legally required to pay as damages for covered injury or damage; or
- Investigating or defending suits brought against any protected person for covered injury or damage;
  then the words "we'll pay amounts" are changed to read "we'll indemnify you for amounts."

In any case in which we elect not to investigate, settle, or defend suits brought against any protected person for covered injury or damage, you, under our supervision , shall make or cause to be made such investigation and defense as may be reasonably necessary, and subject to our prior authorization, will effect, to the extent possible, such settlement or settlements we agree are proper. We will reimburse you for the reasonable cost of such investigation, defense, or settlement, in currency of the United States of America, at the rate of exchange prevailing on the date the injury or damage is first reported to us.

Authorized Agent

INTERNATIONAL AUTO DIC/EXCESS LIABILITY ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 73 (Page 2 of 2)
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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.

Local Compulsory Coverage

The coverage provided by this agreement will not act as a substitute for any compulsory local insurance. You agree that you will maintain all compulsory insurance in full force and effect at limits required by law. If you fail to comply with compulsory insurance requirements, we will only be liable to the same extent as if you had complied with the compulsory insurance requirements.

Our Responsibility

It is understood that we are not an admitted or authorized insurer outside the United States of America, it territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance or for compliance in any way with the laws of other countries relating to liability insurance.

Other Insurance

If there is other valid and collectable insurance for injury or damage covered by this agreement, this agreement will not apply to the extent that the other insurance, whether on a primary, excess, or contingent basis, is available to you.

Other Terms

All other terms of your policy remain the same.

Authorized Agent

ADDITIONAL INSURED

Named Insured	Xcel Energy Inc.			Endorsement Number 74
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

It is hereby understood and agreed that liability coverage under this policy extends to automobiles owned by Union Meter Readers and Field Collectors, 24 hours a day, 7 days a week, under the Collective Bargaining Agreement only with Cheyenne Light, Fuel and Power Company.

Authorized Agent

AMENDATORY ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 75
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

Coverage Territory is amended to include the following:

Worldwide territory for suits brought in the U.S.

Authorized Agent

JOINT VENTURE ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 76
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

HOW COVERAGE IS CHANGED

Section entitled Who Is Protected Under This Agreement, Partnership or joint venture found on page 5 of 10 of the Auto Liability Protection insuring agreement has been deleted and changed to read as follows:

Partnership or joint venture. If you have named in the Introduction as a partnership or joint venture, you are a protected person for the use of a covered auto. Also, your partners or co-ventures and their spouses are protected persons. But only for the use of a covered auto.

OTHER TERMS

All other terms or your policy remain the same.

Authorized Agent

AMENDATORY ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 77
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2003 to 08/01/2004		Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American 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:

BUSINESS AUTO COVERAGE FORM

It is agreed that effective 08/01/2003 the following endorsement has been deleted from the policy:

Endorsement #9 - "This Insurance Is Primary"

Authorized Agent

Renewal Endorsement

Named Insured			Endorsement Number
Xcel Energy Inc.			78
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H07944287	08/01/2003 to 08/01/2004	08/01/2004
Issued By (Name of Insurance Company)			
ACE American 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 PART
COMMERCIAL AUTOMOBILE COVERAGE PART

You and We agree that the policy term is renewed for one year.

A. Renewal term: 08/01/2004 to 08/01/2005

B. Renewal Premium $ 58,054.

C. Limits of Insurance for Renewal term:

Schedule

Commercial General Liability

Each Occurance Limit	$	
Fire Damage Limit	$	Any one fire
Medical Expense Limit	$	Any one person
Personal & Advertising Injury Limit	$	Any one person or organization
General Aggregate Limit		$
Products/Completed Operations Aggregate Limit		$

Commercial Automobile

Liability	$ 2,000,000	Any one accident or loss
Auto Medical Payments	$ 5,000	Any one accident or loss
Uninsured Motorists	$ Min. Fin. Resp.	Any one accident or loss
Underinsured Motorists (when Not included in Uninsured Motorist Coverage)	$ Min. Fin. Resp.	Any one accident or loss

Coverage is provided if Limits of Liability are shown in the schedule above.

D. The following forms or endorsements are deleted and no longer apply as of 08/01/2004.

#2, 23, 24, 25, 26, 37, 38, 39, 40

E. The following forms or endorsements are added and become a part of the policy effective 08/01/2004.

#79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94

F. All other terms, conditions, deductibles or limits applicable to this policy remain as expiring.

Authorized Agent

COMPOSITE RATE ENDORSEMENT

Named Insured	Xcel Energy Inc.			Endorsement Number 79
Policy Symbol ISA	Policy Number H07944287	Policy Period 08/01/2004	to 08/01/2005	Effective Date of Endorsement 08/01/2004
Issued By (Name of Insurance Company) ACE American 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 Auto Coverage Part

Paragraph a. of Condition B.6. PREMIUM AUDIT, is replaced by the following:

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. You shall maintain a record of the number of "autos" you own (including "autos" you lease or borrow for a period of 6 months or longer). You shall send us copies of such reports at the end of the policy period, and at such times during the policy period as we may direct. We will compute the final premium by application of the composite rates shown below to the average number of "autos", determined by totaling the number of "autos" as of the beginning of the policy and the number as of the expiration of the policy, and dividing by two (2). The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

SCHEDULE

Type of "Auto"	**Estimated No.**	**Rate Per "Auto"**	**Deposit Premium**
Private Passenger		$	$
Other Power Units	3,989	$ Flat	$ 57,292
Trailers		$	$
Uninsured/ Underinsured Motorists	Estimated No.	Rate Per "Auto"	Deposit Premium
Private Passenger		$	$
Other Power Units		$	$
PIP/Med Pay	Estimated No.	Rate Per "Auto"	Deposit Premium
Private Passenger		$	$
Other Power Units		$	$
Trailers		$	$
Physical Damage	**Estimated No.**	**Rate Per "Auto"**	**Deposit Premium**
Private Passenger		$	$
Other Power Units		$	$
Trailers		$	$
*MI Surcharge	6	$127	$ 762
		Total Premium	$ 58,054

STATE SCHEDULE

State	PPTs	Power Units	Trailers
AL			
AK			
AZ			
AR			
CA		34	
CO		1,408	
CT		2	
DE			
DC			
FL			
GA			
HI			
ID			
IL			
IN			
IA			
KS			
KY			
LA			
ME			
MD			
MA			
MI		7	
MN		1,124	
MS			
MO			

State	PPTs	Power Units	Trailers
MT			
NE		2	
NV			
NH			
NJ			
NM		164	
NY			
NC			
ND		74	
OH			
OK		16	
OR			
PA			
RI			
SC			
SD		43	
TN			
TX		676	
UT			
VT			
VA			
WA			
WV			
WI		394	
WY		45	
TOTAL		3,989	

Authorized Agent

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured			Endorsement Number
Xcel Energy Inc.			80
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H07944287	08/01/2004 to 08/01/2005	08/01/2004
Issued By (Name of Insurance Company)			
ACE American 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.

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: $ 1,146 .

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Changes In Liability Coverage

1. For a covered "auto" subject to the Michigan no-fault law, Liability Coverage does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.
2. Paragraph **1.a.(2)(d)(i)** and **(ii)** of the **Who Is An Insured** Provision in the Garage Coverage Form is replaced by the following:

   Your customers, if your business is shown in the Declarations as an "auto" dealership, but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

B. Changes In Physical Damage Coverage

Any Physical Damage Coverage and any Rental Reimbursement Coverage provided by the policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

C. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Truckers and Garage Coverage Forms is amended to:

   a. Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this Condition.

   b. Add the following paragraph:

   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.

2. The **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is amended to:

   a. Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this Condition.

   b. Add the following paragraph:

   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.

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INTERLINE
IL 02 86 03 00

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

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PROPERTY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. COVERAGE

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto". A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the LIABILITY COVERAGE of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

B. EXCLUSIONS

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage".
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage".
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto".
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member". This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. "Property damage" to property that occurs within the course of the business of repairing, servicing, or otherwise maintaining motor vehicles.

C. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is $1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to the application of our LIMIT OF INSURANCE. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

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D. CHANGES IN CONDITIONS

The CONDITIONS are changed for PROPERTY PROTECTION COVERAGE as follows:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. LEGAL ACTION AGAINST US is amended by the addition of the following:

   No action to recover property protection insurance may be brought against us more than a year after the "accident".
3. The following CONDITIONS are added:

REIMBURSEMENT AND TRUST

If we make any payment to a claimant who recovers from a party legally responsible for "property damage", the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

NON-DUPLICATION

We will not pay duplicate benefits for the same expenses or loss.

CLAIMANTS NOTICE TO US

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

E. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

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COMMERCIAL AUTO
CA 22 20 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SCHEDULE

Coverage	Limit Of Insurance
Medical expenses	No specific dollar amount
Funeral expenses	Up to $1,750 per person
Work loss	Up to $4,156* for any 30 day period
Replacement services	$20 per day maximum
Survivors loss benefits consisting of income loss benefits and replacement services	Up to $4,156* for any 30 day period subject to a $20 per day maximum for replacement services.
* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. **Medical Expenses**

   Reasonable and necessary medical expenses for an "insured's" care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

2. **Funeral Expenses**

   Reasonable funeral and burial expense.

3. **Work Loss**

   Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

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4. **Replacement Services**

   Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies.

5. *Survivors loss benefits consisting of:*

   a. **Income Loss**

      The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

   b. **Replacement Services**

      Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

   The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the "accident", but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

   Survivors loss benefits are payable during the 3 years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury":
   a. While "occupying" a covered "auto", or
   b. As the result of an "accident" involving any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the policy's Liability Coverage, or
   c. While not "occupying" any "auto" as a result of an "accident" involving a covered "auto".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
2. To anyone using an "auto" he or she has taken unlawfully, unless that person reasonably believed he or she was entitled to use the "auto".
3. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
4. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
5. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.
6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone "occupying" a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a "family member" under another policy. This exclusion does not apply to you or any "family member" or anyone "occupying" a motorcycle.
8. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
9. To anyone while "occupying" an "auto" located for use as a residence or premises.
10. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
    a. School bus;
    b. Certified common carrier;
    c. Bus operated under a government sponsored transportation program;
    d. Bus operated by or servicing a non-profit organization;
    e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
    f. Taxicab.

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11. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.

12. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member"; nor does it apply under medical, or funeral expense benefits.

13. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:

    a. The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury", or

    b. The "bodily injury" results from physical contact with:

        (1) Equipment permanently mounted on the "auto" while the equipment is being used, or

        (2) Property being lifted onto or lowered from the "auto", or

    c. The "bodily injury" is sustained while "occupying" the "auto".

    However, Exceptions **b.** and **c.** to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading, or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.

14. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

    a. The benefits serve the same purpose as Personal Injury Protection benefits; and

    b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

E. Changes In Conditions

The conditions are changed for Personal Injury Protection as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

    If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

    If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. **Legal Action Against Us** is amended by the addition of the following:

    No claimant may bring a legal action for personal injury protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent payment. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

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4. The following conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

COORDINATION AND NON-DUPLICATION

a. If an "insured" is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.

b. No person may recover duplicate benefits for the same expenses or loss.

PREMIUM RECOMPUTATION

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the policy.

2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2004	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".

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3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", in accordance with the procedures described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

   "Bodily injury" sustained by:

   a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

   c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, or any Medical Payments Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

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(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advance payment.

4. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

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2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence, other than the testimony of any person having a claim under this or any similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
b. Owned by a governmental unit or agency; or
c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

2. If this policy has been in effect for:

   a. Less than 60 days and is not a renewal or continuation policy, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

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

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

   b. 60 days or more or is a renewal or continuation policy, we may cancel this policy for nonpayment of premium by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of such cancellation.

   c. 60 days or more or is a renewal or continuation policy, we will mail notice of cancellation for any reason other than for nonpayment of premium by registered or certified mail to the first Named Insured at least 30 days before the effective date of such cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Nebraska, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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: 08/01/2004	Countersigned By:
Named Insured: Xcel Energy Inc.	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
$	Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we
   (1) Have been given prompt written notice of such tentative settlement; and
   (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:
   a. Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Have had a reasonable opportunity to protect our interest in the "suit".

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B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply:
   a. If such settlement does not adversely affect our rights; or
   b. To a settlement made with the insurer of an "underinsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Liability shown in the Schedule or Declarations.

   The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Uninsured or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an "uninsured motor vehicle", the reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. With respect to damages caused by an "underinsured motor vehicle", **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:
   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

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c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

The following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the Vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Underinsured Motorists Coverage applicable to an "auto" not involved in the "accident" under which the injured person is an "insured".

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

With respect to an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".

b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back that amount we have paid.

b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover the advance payment.

5. The following condition is added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

6. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a request for arbitration. If both parties so agree, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
   a. For which no liability bond or policy applies at the time of the "accident".
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence provided by an independent and disinterested person, other than the "insured" making the claim or any person "occupying" the covered "auto".

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
   b. Owned by a governmental unit or agency; or
   c. Designed for use mainly off public roads while not on public roads.
4. "Underinsured motor vehicle" means a land motor vehicle or trailer to which a "bodily injury" liability bond or policy applies at the time of an "accident" but its limit for "bodily injury" liability is either:
   a. Not enough to pay the full amount the "insured" is legally entitled to recover as damages; or
   b. Reduced by payments to persons other than an "insured", injured in the "accident", to less than the full amount the "insured" is legally entitled to recover as damages.

   However, "underinsured motor vehicle" does not include any vehicle:
   c. Owned by or furnished or available for your regular use or that of any "family member".
   d. Owned by a governmental unit or agency.
   e. Designed for use mainly off public roads while not on public roads.
   f. Owned or operated by a self-insurer under any applicable motor vehicle law.
   g. While located for use as a residence or premises.
   h. Which is an "uninsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. The CONDITIONS of the Policy are changed as follows:

CONCEALMENT, MISREPRESENTATION OR FRAUD is replaced by the following:

MISREPRESENTATION OR BREACH OF CONDITION OR WARRANTY

1. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:
   - **a.** It is material;
   - **b.** It is made with the intent to deceive;
   - **c.** We rely on it; and
   - **d.** We are deceived to our injury.
2. A breach of warranty or condition will void the policy if such breach exists at the time of loss and contributes to the loss.

B. CHANGES IN PHYSICAL DAMAGE COVERAGE

The LIMIT OF INSURANCE provision is changed by adding the following:

3. If a loss to your covered "auto" is also payable as damages under the liability coverage of another coverage form or policy issued by us, we will pay for such damage or loss only once, either under this coverage form or the liability coverage of the other coverage form or policy issued by us.

C. The LOSS CONDITIONS of the policy are changed as follows:

The APPRAISAL FOR PHYSICAL DAMAGE LOSS provision is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY 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. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **B.** of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation; or

(2) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

(1) Nonpayment of premiums;

(2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) The "insured's" actions that have substantially increased or substantially changed the risk insured;

(4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification 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 which provided us with coverage for a significant amount of the underlying risk insured;

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

(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. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards;

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(9) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to Covered Property or the occupancy thereof which substantially increases any hazard insured against; or

(10) Certain conditions exist, as stated in Paragraph **B.** of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

(a) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement;

(b) 10 days before the effective date of cancellation for nonpayment of premium; or

(c) 30 days before the effective date of cancellation for any reason stated in Paragraphs **2.b.(2)** through **(9)** above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(9)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(9)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. We may also cancel the policy if one or more of the following conditions exist:

1. Buildings with at least 65% of the rental units in the building unoccupied.
2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.
4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.
6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.
7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.
8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.
9. Buildings with any of the following conditions:
   a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.
   b. Failure to correct conditions dangerous to life, health, or safety.
   c. Failure to maintain the building in accordance with applicable law.
   d. Failure to pay property taxes for more than one year.
10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:
   a. 60 days prior to the expiration date of the policy, except as provided in Paragraph **b.**; or
   b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

   The notice of nonrenewal will state our reason for nonrenewal.
2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
   a. Insured elsewhere;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Dakota, **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

1. Liability coverage, uninsured motorists coverage, underinsured motorists coverage, medical payments coverage, personal injury protection coverage and additional personal injury protection coverage are primary for an "auto" loaned, rented or leased to the "insured" and owned by someone in the business of selling, repairing, servicing, storing, leasing or parking motor vehicles.
2. If you are in a business described in 1., the coverages described in 1. are excess for an "auto" you own if operated by an "insured" other than you or your "employee".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS

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 LIABILITY UMBRELLA 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

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. Except as provided in **2.** below, 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.
2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
   a. The expiration date of the policy; or
   b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

   unless you agree in writing to extend the audit period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

We agree with the "Named Insured", subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay personal injury protection benefits in accordance with the North Dakota Auto Accident Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the operation, maintenance or use of an "auto" as a vehicle. These personal injury protection benefits consist of the following:

1. Funeral expenses. Reasonable expenses incurred for a professional funeral, cremation, and burial;
2. Medical expenses. Reasonable charges incurred for necessary medical, surgical, X-ray, dental, prosthetic, ambulance, hospital or professional nursing services or services for remedial treatment and care rendered in accordance with a recognized religious healing method, but medical expenses do not include that portion of the charge for a room in any hospital, clinic, convalescent or nursing home, extended care facility or any similar facility in excess of the reasonable and customary charge for semiprivate accommodations unless intensive care is medically needed;
3. Rehabilitation expenses. The cost of a procedure or treatment for rehabilitation or a course of rehabilitative occupational training if the procedure, treatment or training is reasonable and appropriate for the particular case, its cost is reasonable in relation to its probable rehabilitative effects, and it is likely to contribute substantially to medical or occupational rehabilitation;
4. Replacement services loss. Expenses incurred in obtaining ordinary and necessary services from others not members of the "insured's" household in lieu of those that the "insured" would have performed had he or she not been injured, not for income but for the benefit of himself or herself or his or her household, but "replacement services loss" does not include any loss after the death of the "insured";
5. Survivors' income loss. Loss sustained after an "insured's" death by his or her "survivors" during their dependency and consisting of the loss of the contributions they would have received for their support from that "insured" out of income from work he or she would normally have performed had he or she not died;
6. Survivors' replacement services loss. Expenses incurred after the "insured's" death by his "survivors" in obtaining ordinary and necessary services from others not members of that "insured's" household in lieu of the services he or she would have performed not for income but for the benefit of his or her household;

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7. Work loss. Eighty-five percent of loss of income from work an "insured" who would normally be employed in gainful activity during the period of his or her disability, would have performed had he or she not been injured, reduced by any income from substitute work actually performed by the "insured" or by income the "insured" would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake, but work loss does not include any loss after death of an "insured".

B. Who Is Insured

1. The "named insured" or any relative who sustains "bodily injury" while "occupying" any "auto" or while a "pedestrian" through being struck by any "auto" or motorcycle;
2. Any other person who sustains "bodily injury"
   a. While "occupying", or while a "pedestrian" through being struck by, the covered "auto";
   b. While "occupying" an "auto" not owned by, but operated by a "named insured" or "family member", if the "bodily injury" results from the operation of the "auto" by the "named insured" or "family member".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" while "occupying" any "auto" owned by the "named insured" which is not a covered "auto".
2. Sustained by any "family member" while "occupying" an "auto" owned by that "family member" with respect to which the security required by the North Dakota Auto Accident Reparation Act is not in effect;
3. Sustained by the "named insured" or any "family member", while "occupying", or while a "pedestrian" through being struck by, any "auto", other than the covered "auto", or an "auto" being used in a "ridesharing arrangement", with respect to which the security required under the North Dakota Auto Accident Reparation Act is in effect;
4. Sustained by any person if the injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining "autos" unless that conduct involves the actual operation of an "auto" as a vehicle on the business premises or unless that conduct occurs off the business premises;
5. Sustained by any person arising out of conduct in the course of loading or unloading any "auto" unless the injury occurs while "occupying" that "auto";
6. Sustained by any person while "occupying" any "auto" without the express or implied consent of the owner or while not in lawful possession of any "auto";
7. Intentionally caused by any person who would otherwise be entitled to receive benefits hereunder for "bodily injury" arising out of his or her intentionally attempting to cause "bodily injury" to him or her self or to another person, and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to him or her self, his or her "survivors" are not entitled to any "survivors'" income loss or survivors' replacement services loss benefits;
8. Sustained by any person while in the course of a racing or speed contest or in practice or preparation thereto;
9. Sustained by any "pedestrian", other than the "named insured" or any "family member", if the accident occurs outside the State of North Dakota;
10. Sustained by any person arising out of the operation, maintenance or use of any "auto" while located for use as a residence or premises;
11. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
12. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Definitions

As used in this endorsement:

1. "Auto" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of North Dakota relating to motor vehicles, designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer designed for use with such vehicle.

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2. Covered "auto" means an "auto" with respect to which:
   a. Security is required to be maintained under the provisions of the North Dakota Auto Accident Reparations Act; and
   b. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.
3. "Family member" means a spouse or any other person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured", or who usually makes his or her home in the same household but temporarily lives elsewhere.
4. "Named insured" means the person or organization named in the declarations.
5. "Occupying" means in or upon or entering into or alighting from.
6. "Pedestrian" means any person not "occupying" a "motor vehicle" or any other vehicle designed to be driven or drawn by power other than muscular power.
7. "Ridesharing arrangement" means the transportation of persons in a "motor vehicle" where the transportation is incidental to another purpose of the driver or owner and is not provided for pecuniary gain. The term shall include ridesharing arrangements known as carpools and vanpools as defined in North Dakota Laws.
8. "Survivor" means a dependent survivor of a deceased "insured" and includes the following survivors only:
   a. The surviving spouse if residing in the deceased's household at the time of his or her death providing that the dependency of that spouse shall terminate upon remarriage; and
   b. Other persons receiving support from the deceased at the time of his or her death which would qualify them as dependents of the deceased for federal income tax purposes under the Federal Internal Revenue Code.

E. Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

F. Limit Of Insurance

Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or covered "autos" to which this coverage applies, our liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "auto" "accident" shall not exceed $30,000 in the aggregate, and subject to such aggregate limit:

1. The maximum amount payable for work loss or survivors income loss shall not exceed $150 per week prorated for any lesser period;
2. The maximum amount payable for replacement services loss or survivors replacement services loss shall not exceed $15 per day;
3. The maximum amount payable for funeral expenses shall not exceed $3,500.

Any amount payable by us under the terms of this coverage shall be reduced by the amount of benefits an "insured" has recovered or is entitled to recover for the same elements of loss under any workers' compensation act.

G. Changes In Conditions

For Personal Injury Protection the conditions are amended as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss**

   We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

   a. In the event of an accident, written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each "insured" to the Company or any of its authorized agents as soon as practicable. If an "insured", his or her legal representative or his or her "survivors" shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her "survivors".

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b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require.

2. **Legal Action Against Us**

No action shall lie against us unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

3. **Transfer Of Rights Of Recovery Against Others To Us**

Subject to any applicable limitation set forth in North Dakota Auto Accident Reparations Act, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit the payments were made to the extent of those payments. That person shall execute and deliver the instruments and papers and do whatever else is necessary to secure those rights. That person shall do nothing after loss to prejudice those rights.

H. **Additional Conditions**

The following conditions are added for Personal Injury Protection:

1. **Constitutionality Clause**

The premium for and the coverages of the policy have been established in reliance upon the provisions of the North Dakota Auto Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

2. **Coordination**

Any amount payable under uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured":

Any automobile medical payments afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

3. **Non-Duplication Of Benefits**

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance including approved plans of self-insurance.

4. **Priority Of Payments**

This coverage applies on a primary basis to "bodily injury" sustained by an "insured" if the "accident" arises out of the use or operation of the covered "auto" except, if the "accident" involves the operation of the "insured motor vehicle" in a "ridesharing arrangement", any personal injury protection coverage, required by the North Dakota Auto Accident Reparations Act, afforded by another policy under which such "insured" is a "named insured" or "family member", shall be primary and this coverage shall be excess.

5. **Other Insurance**

In the event an "insured" has other similar insurance, including approved plans of self-insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and the other insurance.

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6. **Reimbursement And Trust Agreement**

In the event of the payment to any person under this coverage:

a. We shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the "bodily injury" because of which that payment is made, and we shall have a lien to the extent of that payment, notice of which may be given to the person or organization causing the "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter;

b. That person shall hold in trust for our benefit all rights of recovery which he or she shall have against that other person or organization because of the "bodily injury";

c. That person shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights; and

d. That person shall execute and deliver to us instruments and papers as may be appropriate to secure those rights and obligations of that person and us established by this provision.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective 08/01/2004	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE

$ Each "Accident"

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

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bonds or policies; and we:
   (1) Have been given prompt written notice of such tentative settlement; and
   (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:

   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and

   b. Had a reasonable opportunity to protect our interests in the "suit".

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, you or any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNDERINSURED MOTORISTS COVERAGE shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, uninsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation or similar law, except non-occupational disability benefits.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNDERINSURED MOTORISTS COVERAGE as follows:

1. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers And Motor Carrier Coverage Forms is replaced by the following:

   a. If this Coverage Form and any other Coverage Form or policy providing Underinsured Motorists Coverage apply to the same "accident" and:

      (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Underinsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

FIRST PRIORITY	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
SECOND PRIORITY	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;
THIRD PRIORITY	The Underinsured Motorists Coverage applicable to a vehicle the insured person was "occupying" at the time of the "accident".

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(2) The motor vehicle is not described in paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

FIRST PRIORITY	The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";
SECOND PRIORITY	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
THIRD PRIORITY	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

a. Promptly notify the proper law enforcement authorities of the "accident"; and

b. Promptly send us copies of the legal papers if a suit is brought;

c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. Our rights do not apply under this provision if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle"; and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover advanced payment from the insurer, or the owner or operator of the "underinsured motor vehicle".

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

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b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or trailer for which the sum of all liability bonds or policies that apply at the time of an "accident" is either:
   a. Less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy, or
   b. Reduced by payments to others injured in the "accident" to less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned by a governmental unit or agency;
b. For which an insuring or bonding company denies coverage or is or becomes insolvent;
c. While located for use as a residence or premises;
d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or
e. That is a covered "auto" under this Coverage Form's LIABILITY COVERAGE.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form 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 08/01/2004	
Named Insured Xcel Energy Inc.	Countersigned By

(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE

$ Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interest in the "suit".

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our written consent, if the settlement or judgment prejudices our right to recover payment.

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2. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, you or any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, underinsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation or similar law, except non-occupational disability benefits.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   a. If this Coverage Form and any other Coverage Form or policy providing Uninsured Motorists Coverage apply to the same "accident" and:

      (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Uninsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

FIRST PRIORITY	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
SECOND PRIORITY	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;
THIRD PRIORITY	The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

      (2) The motor vehicle is not described in paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

FIRST PRIORITY	The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";
SECOND PRIORITY	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
THIRD PRIORITY	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

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b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

   a. Promptly notify the proper law enforcement authorities of the "accident", and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition does not apply to any right of recovery against either the insured of the insolvent insurer, or the North Dakota Guaranty Fund, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. For which no liability bond or policy applies at the time of an "accident";

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

      (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

   b. Owned by a governmental unit or agency;

   c. While located for use as a residence or premises;

   d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or

   e. That is a covered "auto" under this Coverage Form's LIABILITY COVERAGE.

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