From:	kira.dabby@lw.com
To:	Eric.Albert@usdoj.gov; ronald.kent@dentons.com; Cora, Lori
Subject:	FW: DIL Trust Insurance
Date:	Thursday, May 07, 2015 8:25:29 AM
Attachments:	image001.png 05 AL 590844 SCA 86-87.pdf ATT00001.txt

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Kira S. Dabby

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From: Tramadeo,Melissa R [mailto:MTRAMADE@travelers.com]
Sent: Thursday, May 08, 2014 3:18 PM
To: Katherine Pease - NOAA Federal; Donahue, Deirdre; Cora.Lori@epa.gov; Eric.Albert@usdoj.gov; Michael.McNulty@usdoj.gov; Shah.Hiral@epa.gov
Cc: Wilkinson, Kirk (LA); Dabby, Kira (NY); Zajac,Lisa S
Subject: RE: DIL Trust Insurance

Following our conference call earlier today, I have attached a copy of policy number 05 AL 590844 SCA, in effect for the period from 5/1/86 to 5/1/87.

Melissa R. Tramadeo | Assistant Director | SLCU
Travelers
1 Tower Square | 7 FP
Hartford, CT 06183
W: 860.954.6189 F: 860.954.5857

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INCOMPLETE POLICY

This notification is affixed to a policy that is missing forms and/or endorsements, including the one(s) listed below, which may have been included in the originally-issued policy. After a diligent search of company records available as of this date, we could not locate these forms and/or endorsements.

(Discrepancy between forms list and content CC - 5700, CA 01 27, 14653, 18186, 18154,

14776, 18075 and MC 1622 - B, listed; CC - 5700 - A, CA 01 37, 14652 - G, 18186 - C,

18154 - F, 14776 - E, 18075 - D and MC 1622 - C used)

No additional insurance is afforded by this copy.

The Aetna Casualty & Surety Company

Name of Insuring Company

05 AL 590844 SCA	05-01-86 to 05-01-87	12-12-13
Policy Number	Policy Period	Date

Kenneth Kupec, Second Vice President
BI Document Management

NATIONAL ACCOUNT

THE AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT 06156

LIABILITY POLICY DECLARATIONS

SPECIAL COMMISSION

1. NAMED INSURED

DILLINGHAM CORPORATION ET.AL.
(PER ENDORSEMENT NO. 1)
7100 JOHNSON DRIVE
P.O. BOX 1089
PLEASANTON, CA. 94566-3206

2. POLICY NO.

05 AL 590844 SCA

3. POLICY PERIOD

FROM 5-1-86 TO ~~5-1-87~~ 6-29-87 AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

4. AUDIT PERIOD

ANNUAL, WHERE APPLICABLE

5. COVERAGES

LIMITS OF LIABILITY

GENERAL LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT INCLUDING A $3,000,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE $4,000,000

ANNUAL AGGREGATE, WHERE APPLICABLE $10,000,000

INTERIM ADJUSTMENT

PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

ANNUAL AGGREGATE 10,000,000

AUTOMOBILE LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INCLUDING CARGO COVERAGE COMBINED SINGLE LIMIT INCLUDING A $3,000,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE 4,000,000

HOBO NOTE;
NO DUMMY FOR ALASKA & HAWAII
PER UNDERWRITER

N.L. THURLAR OCT 31 1986

FIELD OFFICE COPY

TRAVELERS DOC MGMT00002

5. CONTINUED

EMPLOYEE BENEFITS LIABILITY

EACH EMPLOYEE	4,000,000
ANNUAL AGGREGATE	10,000,000

6. ENDORSEMENTS MADE PART OF THE POLICY

SEE ENDORSEMENT INDEX

7. THE DECLARATIONS ARE COMPLETED ON THE ATTACHED GENERAL LIABILITY AND AUTOMOBILE LIABILITY SCHEDULES.

THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY SCHEDULES DISCLOSE ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN.

8. DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

9. TOTAL ADVANCE PREMIUM 1,092,670.00

CA INS. GUAR FUND RECOUP ZJ 2051.65
TOTAL PREMIUM 1,094,721.65

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

Ætna*
LIFE & CASUALTY

Insurance planned for your protection by

(90985) 3-70

Cat. 821829
Printed in U.S.A.

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The Ætna Casualty and Surety Company
and its associated companies

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

Secretary

President

MANUSCRIPT INDEX

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AETNA CASUALTY & SURETY COMPANY

HARTFORD, CONNECTICUT

(A STOCK INSURANCE COMPANY, HEREINAFTER CALLED THE COMPANY)

AGREES WITH THE INSURED NAMED IN THE DECLARATIONS AND MADE A PART HEREOF, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS AND SUBJECT TO ALL THE TERMS OF THE POLICY;

I. INSURING AGREEMENTS

A. LIABILITY INSURANCE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME OBLIGATED TO PAY AS DAMAGES BY REASON OF LIABILITY IMPOSED BY LAW OR ASSUMED UNDER CONTRACT OR AGREEMENT, BECAUSE OF

1. BODILY INJURY OR PROPERTY DAMAGE TO WHICH THIS INSURANCE APPLIES CAUSED BY AN OCCURRENCE, OR

2. PERSONAL INJURY OR ADVERTISING INJURY TO WHICH THIS INSURANCE APPLIES;

AND THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT FILED AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

B. EXCLUSIONS

THIS INSURANCE DOES NOT APPLY:

1. TO BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE FOR WHICH THE INSURED HAS ASSUMED LIABILITY UNDER ANY CONTRACT OR AGREEMENT, IF SUCH INJURY OR DAMAGE OCCURRED PRIOR TO THE EXECUTION OF THE CONTRACT OR AGREEMENT;

2. IF THE INSURED IS AN ARCHITECT, OR SURVEYOR, TO BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES PERFORMED BY SUCH INSURED, INCLUDING

   a. THE PREPARATIONS OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, AND

   b. SUPERVISORY, INSPECTION OR ENGINEERING SERVICES;

TRAVELERS DOC MGMT00007

3. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF

a. ANY AIRCRAFT OWNED OR OPERATED BY OR RENTED OR LOANED TO ANY INSURED, OR

b. ANY OTHER AIRCRAFT OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY ANY INSURED,

BUT THIS EXCLUSION DOES NOT APPLY TO OPERATIONS BY INDEPENDENT CONTRACTOR, NOR TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;

~~4. TO PERSONAL INJURY OR ADVERTISING INJURY~~

a. ARISING OUT OF THE WILFUL VIOLATION OF A PENAL STATUTE OR ORDINANCE COMMITTED BY OR WITH THE KNOWLEDGE OR CONSENT OF THE NAMED INSURED;

b. ARISING OUT OF LIBEL OR SLANDER OR A PUBLICATION OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY IF THE FIRST INJURIOUS PUBLICATION OR UTTERANCE OF THE SAME OR SIMILAR MATERIAL BY OR ON BEHALF OF THE NAMED INSURED WAS MADE PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE;

c. ARISING OUT OF LIBEL OR SLANDER OF THE PUBLICATION OR UTTERANCE OF DEFAMATORY OR DISPARAGING MATERIAL CONCERNING ANY PERSON OR ORGANIZATION OR GOODS, PRODUCTS OR SERVICES, OR IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY, MADE BY OR AT THE DIRECTION OF THE NAMED INSURED WITH KNOWLEDGE OF THE FALSITY THEREOF;

d ARISING OUT OF DISCRIMINATION IN ANY JURISDICTION WHERE SUCH INSURANCE IS PROHIBITED BY LEGISLATION OR COURT DECISION, OR HELD TO BE IN VIOLATION OF PUBLIC POLICY IN THE JURISDICTION;

5. TO ADVERTISING INJURY ARISING OUT OF

a. FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS EXCLUSION DOES NOT APPLY TO THE UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON ALLEGED BREACH OF IMPLIED CONTRACT, OR

b. INFRINGEMENT OF TRADEMARK, SERVICE MARK OR TRADE NAME, OTHER THAN TITLES OR SLOGANS, BY USE THEREOF ON OR IN CONNECTION WITH GOODS, PRODUCTS OR SERVICES SOLD, OFFERED FOR SALE OR ADVERTISED, OR

c. INCORRECT DESCRIPTION OR MISTAKE IN ADVERTISED PRICE OF GOODS, PRODUCTS OR SERVICES SOLD, OFFERED FOR SALE OR ADVERTISED;

TRAVELERS DOC MGMT00008

6. WITH RESPECT TO ADVERTISING INJURY

   a. TO ANY INSURED IN THE BUSINESS OF ADVERTISING, BROADCASTING, PUBLISHING OR TELECASTING, OR

   b. TO ANY INJURY ARISING OUT OF ANY ACT COMMITTED BY THE NAMED INSURED WITH ACTUAL MALICE;

7. TO BODILY INJURY OR PROPERTY DAMAGE 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, WITH RESPECT TO

   a. LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT, OR

   b. EXPENSES FOR FIRST AID UNDER THE SUPPLEMENTARY PAYMENTS PROVISION;

8. TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW;

9. TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED OR TO ANY OBLIGATION OF THE INSURED TO INDEMNIFY ANOTHER BECAUSE OF DAMAGES ARISING OUT OF SUCH INJURY; BUT THIS EXCLUSION DOES NOT APPLY TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;

10. TO PROPERTY DAMAGE TO PROPERTY OWNED BY THE INSURED;

11. TO LOSS OF USE OF TANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICALLY INJURED OR DESTROYED RESULTING FROM

   a. A DELAY IN OR LACK OF PERFORMANCE BY OR ON BEHALF OF THE NAMED INSURED OF ANY CONTRACT OR AGREEMENT, OR

   b. THE FAILURE OF THE NAMED INSURED'S PRODUCTS OR WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED TO MEET THE LEVEL OF PERFORMANCE, QUALITY, FITNESS OR DURABILITY WARRANTED OR REPRESENTED BY THE NAMED INSURED;

   BUT THIS EXCLUSION DOES NOT APPLY TO LOSS OF USE OF OTHER TANGIBLE PROPERTY RESULTING FROM THE SUDDEN AND ACCIDENTAL PHYSICAL INJURY TO OR DESTRUCTION OF THE NAMED INSURED'S PRODUCTS OR WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AFTER SUCH PRODUCTS OR WORK HAVE BEEN PUT TO USE BY ANY PERSON OR ORGANIZATION OTHER THAN AN INSURED;

TRAVELERS DOC MGMT00009

12. TO PROPERTY DAMAGE TO THE NAMED INSURED'S PRODUCTS ARISING OUT OF SUCH PRODUCTS OR ANY PART OF SUCH PRODUCTS; BUT, THIS EXCLUSION SHALL APPLY ONLY TO THAT PARTICULAR PART OF THE PRODUCT OUT OF WHICH DAMAGES ARISE;

13. TO PROPERTY DAMAGE TO WORK PERFORMED BY THE NAMED INSURED ARISING OUT OF THE WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH; BUT THIS EXCLUSION SHALL APPLY ONLY TO THAT PARTICULAR PART OF WORK OR PROPERTY OUT OF WHICH DAMAGES ARISE;

14. TO DAMAGES CLAIMED FOR THE WITHDRAWAL, INSPECTION, REPAIR, REPLACEMENT, OR LOSS OF USE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED OR IF ANY SUCH PRODUCTS, WORK OR PROPERTY ARE WITHDRAWN FROM THE MARKET OR FROM USE BECAUSE OF ANY KNOWN OR SUSPECTED DEFECT OR DEFICIENCY THEREIN;

15. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL;

16. (e) TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF

    (1) ANY WATERCRAFT OWNED OR OPERATED BY OR RENTED OR LOANED TO ANY INSURED, OR

    (2) ANY OTHER WATERCRAFT OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY ANY INSURED:

    BUT THIS EXCLUSION DOES NOT APPLY TO:

    1) WATERCRAFT WHILE ASHORE ON PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED OR

    2) LIABILITY ASSUMED UNDER CONTRACT OR AGREEMENT;

II. PERSONS INSURED

EACH OF THE FOLLOWING IS AN INSURED UNDER THIS INSURANCE TO THE EXTENT SET FORTH BELOW:

A. EXCEPT WITH RESPECT TO THE OWNERSHIP, MAINTENANCE, OR USE INCLUDING LOADING OR UNLOADING OF ANY AUTOMOBILE

TRAVELERS DOC MGMT00010

1. IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, THE PARTNERSHIP OR JOINT VENTURE SO DESIGNATED AND ANY PARTNER OR MEMBER THEREOF, BUT ONLY WITH RESPECT TO HIS LIABILITY AS SUCH;

2. IF THE NAMED INSURED IS A PARTNERSHIP, THE SPOUSE OF A PARTNER BUT ONLY WITH RESPECT TO THE CONDUCT OF THE BUSINESS OF THE NAMED INSURED;

3. IF THE NAMED INSURED IS AN INDIVIDUAL, THE PERSON SO DESIGNATED BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH HE IS THE SOLE PROPRIETOR, AND THE SPOUSE OF THE NAMED INSURED WITH RESPECT TO THE CONDUCT OF SUCH A BUSINESS;

4. IF THE NAMED INSURED IS OTHER THAN AN INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE, THE ORGANIZATION SO DESIGNATED;

5. ANY PERSON (OTHER THAN AN EMPLOYEE OF THE NAMED INSURED) OR ORGANIZATION WHILE ACTING AS REAL ESTATE MANAGER FOR THE NAMED INSURED.

THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE ARISING OUT OF THE CONDUCT OF ANY PARTNERSHIP OR JOINT VENTURE OF WHICH THE INSURED IS A PARTNER OR MEMBER AND WHICH IS NOT DESIGNATED IN THE POLICY AS A NAMED INSURED.

B. WITH RESPECT TO THE OWNERSHIP, MAINTENANCE, OR USE INCLUDING LOADING OR UNLOADING OF ANY AUTOMOBILE,

1. THE NAMED INSURED;

2. ANY OTHER PERSON WHILE USING AN AUTOMOBILE OWNED, HIRED OR BORROWED BY THE NAMED INSURED WITH THE PERMISSION OF THE NAMED INSURED, EXCEPT NONE OF THE FOLLOWING IS AN INSURED:

   a. THE OWNER OF AN AUTOMOBILE THE NAMED INSURED HIRES OR BORROWS FROM AN EMPLOYEE OF THE NAMED INSURED OR A MEMBER OF HIS OR HER HOUSEHOLD;

   b. ANY PERSON WHILE EMPLOYED IN OR OTHERWISE ENGAGED IN DUTIES IN CONNECTION WITH AN AUTOMOBILE BUSINESS, OTHER THAN AN AUTOMOBILE BUSINESS OPERATED BY THE NAMED INSURED;

   c. ANY PERSON OTHER THAN AN EMPLOYEE OF THE NAMED INSURED, A LESSEE OR BORROWER OR ANY OF THEIR EMPLOYEES, WHILE MOVING PROPERTY TO OR FROM AN AUTOMOBILE;

TRAVELERS DOC MGMT00011

3. ANY OTHER PERSON OR ORGANIZATION BUT ONLY WITH RESPECT TO HIS OR ITS LIABILITY BECAUSE OF THE CONDUCT OF AN INSURED UNDER 1 OR 2 ABOVE. THE OWNER OR ANY OTHER PERSON FROM WHOM THE NAMED INSURED HIRES OR BORROWS AN AUTOMOBILE IS AN INSURED ONLY IF THE AUTOMOBILE IS A TRAILER CONNECTED TO AN AUTOMOBILE OWNED BY THE NAMED INSURED.

III. ADDITIONAL PERSONS INSURED

A. ANY EMPLOYEE OF THE NAMED INSURED WHILE ACTING ON BEHALF OF THE NAMED INSURED IS AN INSURED, SUBJECT TO THE FOLLOWING:

IF CLAIM IS MADE OR SUIT IS FILED AGAINST THE NAMED INSURED AND AN EMPLOYEE, THE NAMED INSURED SHALL NOTIFY THE COMPANY IN WRITING THAT THE EMPLOYEE IS COVERED AS AN ADDITIONAL INSURED.

B. ANY PERSON, CORPORATION, MUNICIPALITY, OR OTHER LEGAL ENTITY TO WHOM THE NAMED INSURED IS OBLIGATED BY CONTRACT TO PROVIDE INSURANCE, OR WHICH IT MAY AGREE TO INSURE, IS AN ADDITIONAL INSURED.

IV. LIMITS OF LIABILITY

REGARDLESS OF THE NUMBER OF (1) INSUREDS UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE, (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY, OR PROPERTY DAMAGE, OR (4) AUTOMOBILES TO WHICH THIS POLICY APPLIES, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

A. BODILY INJURY AND PROPERTY DAMAGE

1. THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES BECAUSE OF BODILY INJURY AND PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE, PROVIDED THAT WITH RESPECT TO ANY ONE OCCURRENCE FOR WHICH NOTICE OF THIS POLICY IS GIVEN IN LIEU OF SECURITY OR WHEN THIS POLICY IS CERTIFIED AS PROOF OF FINANCIAL SECURITY OR WHEN THIS POLICY IS CERTIFIED AS PROOF OF FINANCIAL RESPONSIBILITY UNDER THE PROVISIONS OF THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW OF ANY STATE OR PROVINCE, SUCH LIMIT OF LIABILITY SHALL BE APPLIED TO PROVIDE SEPARATE LIMITS REQUIRED BY SUCH LAW FOR BODILY INJURY LIABILITY AND FOR PROPERTY DAMAGE LIABILITY TO THE EXTENT OF THE COVERAGE REQUIRED BY SUCH LAW, BUT THE SEPARATE APPLICATION OF SUCH LIMITS SHALL NOT INCREASE THE TOTAL LIMIT OF THE COMPANY'S LIABILITY.

TRAVELERS DOC MGMT00012

2. SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH OCCURRENCE", THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF ALL BODILY INJURY OR PROPERTY DAMAGE TO WHICH THESE COVERAGES APPLY AND DESCRIBED IN ANY OF THE SUBPARAGRAPHS BELOW SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS "AGGREGATE":

a. ALL PROPERTY DAMAGE ARISING OUT OF PREMISES OR OPERATIONS OR CONTRACTORS' EQUIPMENT BUT EXCLUDING PROPERTY DAMAGE INCLUDED IN SUBPARAGRAPH (c) BELOW;

b. ALL PROPERTY DAMAGE INCLUDED WITHIN CONTRACTUAL LIABILITY;

c. ALL PROPERTY DAMAGE ARISING OUT OF AND OCCURRING IN THE COURSE OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS AND GENERAL SUPERVISION THEREOF BY THE NAMED INSURED, BUT THIS SUBPARAGRAPH (c) DOES NOT INCLUDE PROPERTY DAMAGE ARISING OUT OF MAINTENANCE OR REPAIRS AT PREMISES OWNED BY OR RENTED TO THE NAMED INSURED OR STRUCTURAL ALTERATIONS AT SUCH PREMISES WHICH DO NOT INVOLVE CHANGING THE SIZE OF OR MOVING BUILDINGS OR OTHER STRUCTURES;

d. ALL BODILY INJURY AND PROPERTY DAMAGE INCLUDED WITHIN THE PRODUCTS HAZARD AND ALL BODILY INJURY OR PROPERTY DAMAGE INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD;

SUCH AGGREGATE LIMIT SHALL APPLY SEPARATELY AS RESPECTS SUBPARAGRAPHS (a), (b), (c) AND (d) ABOVE AND UNDER SUBPARAGRAPHS (a), (b) AND (c) SEPARATELY WITH RESPECT TO EACH PROJECT AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED;

3. FOR THE PURPOSE OF DETERMINING THE LIMIT OF THE COMPANY'S LIABILITY, ALL BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED AS ARISING OUT OF ONE OCCURRENCE;

B. PERSONAL INJURY

REGARDLESS OF THE NUMBER OF (1) INSUREDS HEREUNDER, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN INJURY OR DAMAGE, OR (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF PERSONAL INJURY OR ADVERTISING INJURY, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER THIS COVERAGE FOR ALL DAMAGES SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THIS POLICY AS "AGGREGATE";

TRAVELERS DOC MGMT00013

C. EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY, THE INSURANCE AFFORDED APPLIES SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT INCLUDING CLAIMS MADE OR SUITS BROUGHT BY ANY PERSONS INCLUDED WITHIN THE PERSON INSURED PROVISION OF THE INSURANCE AGAINST ANY OTHER SUCH PERSONS;

D. WHILE AN AUTOMOBILE IS AWAY FROM THE STATE WHERE IT IS LICENSED, THE COMPANY WILL:

1. INCREASE THE LIMITS OF LIABILITY ON THIS POLICY TO MEET THOSE SPECIFIED BY A COMPULSORY OR FINANCIAL RESPONSIBILITY LAW IN THE JURISDICTION WHERE THE AUTOMOBILE IS BEING USED, AND

2. PROVIDE THE MINIMUM AMOUNTS AND TYPES OF OTHER COVERAGES SUCH AS "NO-FAULT", REQUIRED OF OUT-OF-STATE AUTOMOBILES BY THE JURISDICTION WHERE THE AUTOMOBILE IS BEING USED.

V. POLICY PERIOD, TERRITORY

THIS INSURANCE APPLIES ONLY TO:

A. BODILY INJURY OR PROPERTY DAMAGE WHICH OCCURS DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY, OR

B. PERSONAL INJURY OR ADVERTISING INJURY IF THE OFFENSE IS COMMITTED DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY.

VI. DEFINITIONS

WHEN USED IN THIS POLICY (INCLUDING ENDORSEMENTS FORMING A PART HEREOF):

A. "ADVERTISING INJURY" MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER, PLAGIARISM, DEFAMATION, MISAPPROPRIATION OF CONTRACT, VIOLATION OF RIGHT OF PRIVACY, PIRACY, UNFAIR COMPETITION, OR INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN;

B. "ALLOCATED LOSS EXPENSE" MEANS PAYMENTS FOR EXPENSE DEFINITELY CHARGE-ABLE TO A SPECIFIC CLAIM INVOLVING LITIGATION OR POSSIBLE LITIGATION OTHER THAN THE COMPANY'S OFFICE EXPENSES AND PAYMENTS OF THE COMPANY'S SALARIED EMPLOYEES AND THE FEES AND EXPENSES OF THE INDEPENDENT ADJUSTERS AND OTHER INVESTIGATORS.

C. "AUTOMOBILE" MEANS A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.

D. "BODILY INJURY" MEANS, BODILY INJURY, MENTAL ANGUISH, SHOCK, FRIGHT, OR ANY AGGRAVATION THEREOF, SICKNESS, DISEASE,OR INCIDENTAL MEDICAL MALPRACTICE, INJURY SUSTAINED BY ANY PERSON WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM;

TRAVELERS DOC MGHT00014

E. "COMPLETED OPERATIONS HAZARD" INCLUDES BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF OPERATIONS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE BODILY INJURY OR PROPERTY DAMAGE OCCURS AFTER SUCH OPERATIONS HAVE BEEN COMPLETED OR ABANDONED AND OCCURS AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED. "OPERATIONS" INCLUDE MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH. OPERATIONS SHALL BE DEEMED COMPLETED AT THE EARLIEST OF THE FOLLOWING TIMES:

1. WHEN ALL OPERATIONS TO BE PERFORMED BY OR ON BEHALF OF THE NAMED INSURED UNDER THE CONTRACT HAVE BEEN COMPLETED,

2. WHEN ALL OPERATIONS TO BE PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AT THE SITE OF THE OPERATIONS HAVE BEEN COMPLETED, OR

3. WHEN THE PORTION OF THE WORK OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS PART OF THE SAME PROJECT.

OPERATIONS WHICH MAY REQUIRE FURTHER SERVICE OR MAINTENANCE WORK, OR CORRECTION, REPAIR OR REPLACEMENT BECAUSE OF ANY DEFECT OR DEFICIENCY, BUT WHICH ARE OTHERWISE COMPLETE, SHALL BE DEEMED COMPLETED.

THE COMPLETED OPERATIONS HAZARD DOES NOT INCLUDE BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF

a. OPERATIONS IN CONNECTION WITH THE TRANSPORTATION OF PROPERTY, UNLESS THE BODILY INJURY OR PROPERTY DAMAGE ARISES OUT OF A CONDITION IN OR ON A VEHICLE CREATED BY THE LOADING OR UNLOADING THEREOF.

b. THE EXISTENCE OF TOOLS, UNINSTALLED EQUIPMENT OR ABANDONED OR UNUSED MATERIALS, OR

c. OPERATIONS FOR WHICH THE CLASSIFICATION STATED IN THE POLICY OR IN THE COMPANY'S MANUAL SPECIFIES "INCLUDING COMPLETED OPERATIONS";

F. "COMPANY" MEANS THE AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, A STOCK INSURANCE COMPANY;

G. "CONTRACT" MEANS ANY CONTRACT OR AGREEMENT RELATING TO THE CONDUCT OF THE INSURED'S BUSINESS;

TRAVELERS DOC MGMT00015

H. "HIRED AUTOMOBILE" MEANS AN AUTOMOBILE NOT OWNED BY THE NAMED INSURED WHICH IS USED UNDER CONTRACT IN BEHALF OF, OR LOANED TO, THE NAMED INSURED, PROVIDED SUCH AUTOMOBILE IS NOT OWNED OR REGISTERED TO IN THE NAME OF

1. A PARTNER OR EXECUTIVE OFFICER OF THE NAMED INSURED OR

2. AN EMPLOYEE OR AGENT OF THE NAMED INSURED WHO IS GRANTED AN OPERATING ALLOWANCE OF ANY SORT FOR THE USE OF SUCH AUTOMOBILE;

I. "INCIDENTAL MEDICAL MALPRACTICE INJURY" MEANS INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER DURING THE POLICY PERIOD, BY AN INSURED OR INDEMNITEE NOT ENGAGED IN THE BUSINESS OF OCCUPATION OF PROVIDING ANY OF THE SERVICES DESCRIBED, THE FOLLOWING SERVICES:

1. MEDICAL, SURGICAL, DENTAL, X-RAY OR NURSING SERVICE OR FIRST AID OR THE FURNISHING OF FOOD OR BEVERAGES IN CONNECTION THEREWITH; OR

2. THE FURNISHING OR DISPENSING OF DRUGS OR MEDICAL, DENTAL OR SURGICAL SUPPLIES OR APPLIANCES;

J. "INSURED" MEANS ANY PERSON OR ORGANIZATION QUALIFYING AS AN INSURED IN THE "PERSONS INSURED" PROVISION OF THE APPLICABLE INSURANCE COVERAGE. THE INSURANCE AFFORDED APPLIES SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY;

K. "NAMED INSURED" MEANS THE ORGANIZATION NAMED IN ENDORSEMENT NO. 1 OF THIS POLICY;

L. "NAMED INSURED'S PRODUCTS" MEANS GOODS OR PRODUCTS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE NAMED INSURED OR BY OTHERS TRADING UNDER ITS NAME, INCLUDING ANY CONTAINER THEREOF (OTHER THAN A VEHICLE), BUT "NAMED INSURED'S PRODUCTS" SHALL NOT INCLUDE A VENDING MACHINE OR ANY PROPERTY OTHER THAN SUCH A CONTAINER, RENTED TO OR LOCATED FOR USE OF OTHERS BUT NOT SOLD;

M. "NON-OWNED AUTOMOBILE" MEANS AN AUTOMOBILE WHICH IS NEITHER AN OWNED AUTOMOBILE NOR A HIRED AUTOMOBILE;

N. "OWNED AUTOMOBILE" MEANS AN AUTOMOBILE OWNED BY THE NAMED INSURED;

O. "OCCURRENCE" MEANS AN ACCIDENT, HAPPENING, OR EVENT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS WHICH RESULT IN BODILY INJURY OR PROPERTY DAMAGE, NOT EXPECTED NOR INTENDED FROM THE STANDPOINT OF THE INSURED EXCEPT INTENTIONAL ACTS BY OR AT THE DIRECTION OF THE INSURED TO PROTECT PERSONS OR PROPERTY. AL INJURIES OR DAMAGES ARISING OUT OF EXPOSURE TO SUBSTANIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED TO BE ONE OCCURRENCE

TRAVELERS DOC MGMT00016

P. "PERSONAL INJURY" MEANS INJURY ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES COMMITTED DURING THE POLICY PERIOD:

1. FALSE ARREST, DETENTION, IMPRISONMENT, OR MALICIOUS PROSECUTION;

2. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY;

3. A PUBLICATION OR UTTERANCE OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL OR A PUBLICATION OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY, EXCEPT PUBLICATIONS OR UTTERANCES IN THE COURSE OF OR RELATED TO ADVERTISING, BROADCASTING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED;

4. HUMILIATION.

Q. "POLICY TERRITORY" MEANS:

1. THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, CANADA, PUERTO RICO, OR

2. OFFSHORE AND ON ANY INTERNATIONAL WATERS OR AIRSPACE, OR

3. ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGES BECAUSE OF BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE ARISING OUT OF THE PRODUCTS OR COMPLETED OPERATIONS HAZARDS, OR ARISING OUT OF ACTIVITIES OF PERSONS EMPLOYED TO WORK PRINCIPALLY WITHIN THE TERRITORY DESCRIBED IN PARAGRAPH 1. ABOVE, WHILE OUTSIDE THE POLICY TERRITORY, PROVIDED THE ORIGINAL SUIT FOR DAMAGES IS BROUGHT WITHIN THE TERRITORY DESCRIBED IN PARAGRAPH 1. ABOVE;

R. "PRIVATE PASSENGER AUTOMOBILE" MEANS A FOUR-WHEEL PRIVATE PASSENGER OR STATION WAGON TYPE AUTOMOBILE;

S. "PRODUCTS HAZARD" INCLUDES BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF THE NAMED INSURED'S PRODUCTS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE BODILY INJURY OR PROPERTY DAMAGE OCCURS AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED AND AFTER PHYSICAL POSSESSION OF SUCH PRODUCTS HAS BEEN RELINQUISHED TO OTHERS;

T. "PROPERTY DAMAGE" MEANS:

1. PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING THE LOSS OF USE THEREOF AT ANY TIME RESULTING THEREFROM,

2. LOSS OF USE OF TANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICA INJURED OR DESTROYED,

TRAVELERS DOC MGMT000017

PROVIDED SUCH LOSS OF USE IS CAUSED BY AN OCCURRENCE DURING THE POLICY PERIOD;

U. "TRAILER" INCLUDES A SEMI-TRAILER.

VII. SUPPLEMENTARY PAYMENTS

THE COMPANY WILL PAY, IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY:

A. ALL EXPENSES INCURRED BY THE COMPANY, ALL COSTS TAXED AGAINST THE INSURED IN ANY SUIT DEFENDED BY THE COMPANY AND ALL INTEREST ON THE ENTIRE AMOUNT OF ANY JUDGMENT THEREIN WHICH ACCRUES AFTER ENTRY OF THE JUDGMENT AND BEFORE THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT THAT PART OF THE JUDGMENT WHICH DOES NOT EXCEED THE LIMIT OF THE COMPANY'S LIABILITY THEREON;

B. PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH SUIT, PREMIUMS ON BONDS TO RELEASE ATTACHMENTS IN ANY SUCH SUIT FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY OF THIS POLICY, AND THE COST OF BAIL BONDS REQUIRED OF THE INSURED BECAUSE OF ACCIDENT OR TRAFFIC LAW VIOLATION ARISING OUT OF THE USE OF ANY VEHICLE

TO WHICH THIS POLICY APPLIES, NOT TO EXCEED $250 PER BAIL BOND, BUT THE COMPANY SHALL HAVE NO OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS;

C. EXPENSES INCURRED BY THE INSURED FOR FIRST AID TO OTHERS AT THE TIME OF AN ACCIDENT, FOR BODIILY INJURY TO WHICH THIS POLICY APPLIES;

D. REASONABLE EXPENSE INCURRED BY THE INSURED AT THE COMPANY'S REQUEST IN ASSISTING THE COMPANY IN THE INVESTIGATION OR DEFENSE OF ANY CLAIM OR SUIT, INCLUDING ACTUAL LOSS OF EARNINGS NOT TO EXCEED $25 PER DAY.

VIII. CONDITIONS

A. PREMIUMS

1. ALL PREMIUMS FOR THIS POLICY SHALL BE COMPUTED IN ACCORDANCE WITH THE COMPANY'S RULES, RATES, RATING PLANS, PREMIUMS AND MINIMUM PREMIUMS APPLICABLE TO THE INSURANCE AFFORDED HEREIN.

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2. PREMIUM DESIGNATED IN THIS POLICY AS "ADVANCE PREMIUM" IS A DEPOSIT PREMIUM ONLY WHICH SHALL BE CREDITED TO THE AMOUNT OF THE EARNED PREMIUM DUE AT THE END OF THE POLICY PERIOD. AT THE CLOSE OF EACH POLICY PERIOD (OR PART THEREOF TERMINATING WITH THE END OF THE POLICY PERIOD) DESIGNATED IN THE DECLARATIONS AS THE AUDIT PERIOD THE EARNED PREMIUM SHALL BE COMPUTED FOR SUCH PERIOD AND, UPON NOTICE THEREOF TO THE NAMED INSURED, SHALL BECOME DUE AND PAYABLE. IF THE TOTAL EARNED PREMIUM FOR THE POLICY PERIOD IS LESS THAN THE PREMIUM PREVIOUSLY PAID, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE NAMED INSURED.

3. THE NAMED INSURED SHALL MAINTAIN RECORDS OF SUCH INFORMATION AS IS NECESSARY FOR PREMIUM COMPUTATION, AND SHALL SEND COPIES OF SUCH RECORDS TO THE COMPANY AT THE END OF THE POLICY PERIOD AND AT SUCH TIMES DURING THE POLICY PERIOD AS THE COMPANY MAY DIRECT.

B. INSPECTION AND AUDIT

1. THE COMPANY SHALL BE PERMITTED BUT NOT OBLIGATED TO INSPECT THE NAMED INSURED'S PROPERTY AND OPERATIONS AT ANY TIME. NEITHER THE COMPANY'S RIGHT TO MAKE INSPECTIONS NOR THE MAKING THEREOF NOR ANY REPORT THEREON SHALL CONSTITUTE AN UNDERTAKING ON BEHALF OF OR FOR THE BENEFIT OF THE NAMED INSURED OR OTHERS, TO DETERMINE OR WARRANT THAT SUCH PROPERTY OR OPERATIONS ARE SAFE OR HEALTHFUL, OR ARE IN COMPLIANCE WITH ANY LAW, RULE OR REGULATIONS.

2. THE COMPANY MAY EXAMINE AND AUDIT THE NAMED INSURED'S BOOKS AND RECORDS AT ANY TIME DURING THE POLICY PERIOD AND EXTENSIONS THEREOF AND WITHIN THREE YEARS AFTER THE FINAL TERMINATION OF THIS POLICY, AS FAR AS THEY RELATE TO THE SUBJECT MATTER OF THIS INSURANCE.

C. FINANCIAL RESPONSIBILITY LAWS

WHEN THIS POLICY IS CERTIFIED AS PROOF OF FINANCIAL RESPONSIBILITY FOR THE FUTURE UNDER THE PROVISIONS OF ANY MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR BODILY INJURY LIABILITY OR FOR PROPERTY DAMAGE LIABILITY SHALL COMPLY WITH THE PROVISIONS OF SUCH LAW TO THE EXTENT OF THE COVERAGE AND LIMITS OF LIABILITY REQUIRED BY SUCH LAW. THE INSURED AGREES TO REIMBURSE THE COMPANY FOR ANY PAYMENT MADE BY THE COMPANY WHICH IT WOULD NOT HAVE BEEN OBLIGATED TO MAKE UNDER TERMS OF THIS POLICY EXCEPT FOR THE AGREEMENT CONTAINED IN THIS PARAGRAPH.

D. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

TRAVELERS DOC MGMT00019

1. IN THE EVENT OF AN OCCURRENCE, WRITTEN NOTICE CONTAINING PARTICULARS SUFFICIENT TO IDENTIFY THE INSURED AND ALSO REASONABLY OBTAINABLE INFORMATION WITH RESPECT TO THE TIME, PLACE AND CIRCUMSTANCES THEREOF, AND THE NAMES AND ADDRESSES OF THE INJURED AND OF AVAILABLE WITNESSES, SHALL BE GIVEN TO THE COMPANY OR ITS AGENTS AS SOON AS PRACTICABLE AFTER DILLINGHAM CORPORATE RISK MANAGEMENT, BECOMES AWARE OF SUCH OCCURRENCE, CLAIM OR SUIT.

2. IF A CLAIM IS MADE OR SUIT IS BROUGHT AGAINST THE INSURED, THE INSURED SHALL IMMEDIATELY FORWARD TO THE COMPANY EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY HIM OR HIS REPRESENTATIVE. THE RIGHTS OF THE NAMED INSURED SHALL NOT BE PREJUDICED UNDER THIS POLICY IF THERE IS A FAILURE TO GIVE NOTICE OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR IN THE OPINION OF DILLINGHAM CORPORATE RISK MANAGEMENT TO INVOLVE THIS POLICY, BUT WHICH AT A LATER DATE WOULD APPEAR TO GIVE RISE TO CLAIMS THEREUNDER.

3. THE INSURED SHALL COOPERATE WITH THE COMPANY AND, UPON THE COMPANY'S REQUEST, ASSIST IN MAKING SETTLEMENTS, IN THE CONDUCT OF SUITS; AND THE INSURED SHALL ATTEND HEARINGS AND TRIALS AND ASSIST IN SECURING AND GIVING EVIDENCE AND OBTAINING THE ATTENDANCE OF WITNESSES. PAYMENT OR PARTIAL PAYMENT BY THE INSURED SHALL NOT IMPAIR THE INSURED'S RIGHTS UNDER THIS POLICY.

E. ACTION AGAINST COMPANY

1. NO ACTION SHALL LIE AGAINST THE COMPANY UNLESS, AS A CONDITION PRECEDENT THERETO, THERE SHALL HAVE BEEN FULL COMPLIANCE WITH ALL OF THE TERMS OF THIS POLICY, NOR UNTIL THE AMOUNT OF THE INSURED'S OBLIGATION TO PAY SHALL HAVE BEEN FINALLY DETERMINED EITHER BY JUDGMENT AGAINST THE INSURED AFTER ACTUAL TRIAL OR BY WRITTEN AGREEMENT OF THE INSURED, THE CLAIMANT AND THE COMPANY.

2. ANY PERSON OR ORGANIZATION OR THE LEGAL REPRESENTATIVE THEREOF WHO HAS SECURED SUCH JUDGMENT OR WRITTEN AGREEMENT SHALL THEREAFTER BE ENTITLED TO RECOVER UNDER THIS POLICY TO THE EXTENT OF THE INSURANCE AFFORDED BY THIS POLICY. NO PERSON OR ORGANIZATION SHALL HAVE ANY RIGHT UNDER THIS POLICY TO JOIN THE COMPANY AS A PARTY TO ANY ACTION AGAINST THE INSURED TO DETERMINE THE INSURED'S LIABILITY, NOR SHALL THE COMPANY BE IMPLEADED BY THE INSURED OR HIS LEGAL REPRESENTATIVE. BANKRUPTCY OR INSOLVENCY OF THE INSURED OR OF THE INSURED'S ESTATE SHALL NOT RELIEVE THE COMPANY OF ANY OF ITS OBLIGATIONS HEREUNDER.

F. OTHER INSURANCE

1. <u>NON-CONTRIBUTION</u>

THIS POLICY DOES NOT CONTRIBUTE WITH OTHER COLLECTIBLE INSURANCE, AND NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS OR LIMITATIONS OF SUCH OTHER INSURANCE.

TRAVELERS DOC MGMT00020

2. EXCESS LIMITS

EXCEPT AS RESPECTS OTHER INSURANCE PURCHASED BY THE NAMED INSURED TO APPLY IN EXCESS OF THIS POLICY AND UNLESS THE POLICY IS INTENDED BY OR CONTRACTUALLY REQUIRED OF THE NAMED INSURED TO BE PRIMARY, THIS POLICY IS EXCESS OF OTHER COLLECTIBLE INSURANCE, BUT ONLY FOR THE DIFFERENCE BETWEEN THE LIMITS OF SAID OTHER INSURANCE AND THE LIMITS REQUIRED AS UNDERLYING INSURANCE BY THE NAMED INSURED'S BUMBERSHOOT LIABILITY POLICY, BUT SHALL NOT INCREASE THE COMPANY'S LIMIT OF LIABILITY

3. SOLE NEGLIGENCE

IN THE CASE OF SOLE NEGLIGENCE BY AN ENTITY OR PARTY NOT OWNED OR CONTROLLED, BY DILLINGHAM CORPORATION, THIS POLICY COVERS DILLINGHAM'S INTEREST ONLY AND IS EXCESS OF AND DOES NOT CONTRIBUTE WITH OTHER COLLECTIBLE INSURANCE OF SUCH ENTITY OR PARTY.

4. MORE SPECIFIC INSURANCE

THIS POLICY PROVIDES DIFFERENCE-IN-CONDITIONS AND IS NOT CONTRIBUTING WITH, OTHER COLLECTIBLE INSURANCE WHICH WAS PURCHASED TO PROVIDE MORE SPECIFIC INSURANCE, EXCEPT SUCH INSURANCE PURCHASED TO APPLY IN EXCESS OF THIS POLICY.

5. DIFFERENCE-IN-CONDITIONS

THIS POLICY SHALL COVER THE NAMED INSURED ON A PRIMARY BASIS FOR DIFFERENCE-IN-CONDITIONS BETWEEN THIS POLICY AND ANY OTHER INSURANCE.

G. SUBROGATION

1. IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL THE INSURED'S RIGHTS OF RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE IS NECESSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.

2. THE COMPANY SHALL HAVE NO RIGHT OF SUBROGATION AGAINST ANY SUBSIDIARY OR ALLIED COMPANY OWNED OR CONTROLLED BY THE INSURED NOR AGAINST ANY PERSON OR ORGANIZATION IN RESPECT OF WHICH THE INSURED HAS ASSUMED ANY LIABILITY UNDER ANY CONTRACT OR AGREEMENT, NOR AGAINST ANY PERSONS OR ORGANIZATION FOR WHOM THE INSURED HAS PREVIOUSLY AGREED TO WAIVE SUBROGATION RIGHTS.

H. CHANGES

NOTICE TO ANY AGENT OR KNOWLEDGE POSSESSED BY ANY AGENT OR BY ANY OTHER PERSON SHALL NOT EFFECT A WAIVER OR A CHANGE IN ANY PART OF THIS POLICY OR STOP THE COMPANY FROM ASSERTING ANY RIGHT UNDER THE TERMS OF THIS POLICY, NOR SHALL THE TERMS OF THIS POLICY BE WAIVED OR CHANGED, EXCEPT BY ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.

TRAVELERS DOC MGMT00021

I. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL ITS CONSENT IS ENDORSED HEREON; IF, HOWEVER, THE NAMED INSURED SHALL DIE, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY (1) TO THE NAMED INSURED'S LEGAL REPRESENTATIVE, AS THE NAMED INSURED, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, AND (2) WITH RESPECT TO THE PROPERTY OF THE NAMED INSURED, TO THE PERSON HAVING PROPER TEMPORARY CUSTODY THEREOF, AS INSURED, BUT ONLY UNTIL THE APPOINTMENT AND QUALIFICATION OF THE LEGAL REPRESENTATIVE.

J. CANCELLATION

1. THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN ON THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN 120 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING, BUT SUCH DOES NOT APPLY TO CANCELLATION DUE TO NON-PAYMENT OF PREMIUMS DUE AS DETERMINED BY THE COMPANY.

2. THE COMPANY SHALL MAIL TO THE NAMED INSURED WRITTEN NOTICE STATING WHEN, NOT LESS THAN NINETY DAYS THEREAFTER, MATERIAL CHANGES SHALL BE EFFECTIVE.

3. IN THE EVENT OF CANCELLATION, EARNED PREMIUM SHALL BE COMPUTED PRO-RATA. PREMIUM ADJUSTMENT MAY BE MADE EITHER AT TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

K. ARBITRATION

WITH RESPECT TO CONTRACTUAL LIABILITY COVERAGE, DILLINGHAM CORPORATE RISK MANAGEMENT SHALL HAVE THE RIGHT TO APPROVE THE COMPANY'S CHOICE OF ARBITRATOR.

L. DECLARATIONS

BY ACCEPTANCE OF THIS POLICY, THE NAMED INSURED AGREES THAT THE STATEMENTS IN THE DECLARATIONS ARE HIS AGREEMENTS AND REPRESENTATIONS, THAT THIS POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF SUCH REPRESENTATIONS AND THAT THIS POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN HIMSELF AND THE COMPANY OR ANY OF ITS AGENTS RELATING TO THIS INSURANCE.

TRAVELERS DOC MGMT00022

M. CROSS LIABILITY

THE INCLUSION OF MORE THAN ONE INSURED UNDER THIS POLICY SHALL NOT IN ANY WAY AFFECT THE RIGHTS OF SUCH INSURED EITHER AS RESPECTS ANY CLAIM, DEMAND, SUIT OR JUDGMENT MADE, BROUGHT OR RECOVERED BY, OR IN FAVOR OF ANY OTHER INSURED, OR BY OR IN FAVOR OF ANY EMPLOYEE OF SUCH OTHER INSURED. THIS POLICY SHALL PROTECT EACH INSURED IN THE SAME MANNER AS THOUGH A SEPARATE POLICY HAD BEEN ISSUED TO EACH; BUT NOTHING HEREIN SHALL OPERATE TO INCREASE THE COMPANY'S LIABILITY AS SET FORTH ELSEWHERE IN THIS POLICY.

N. CONFLICT OF COVERAGE

IN THE EVENT OF ANY CONFLICT IN TERMS OF THE DECLARATIONS, INSURING AGREEMENTS, EXCLUSIONS, SUPPLEMENTARY PAYMENTS, CONDITIONS AND ENDORSEMENTS, COVERAGE IS TO BE PROVIDED IN ACCORDANCE WITH THE TERMS MOST ADVANTAGEOUS TO THE INSURED.

TRAVELERS DOC HGHT00023

NAMED INSURED

1. DILLINGHAM HOLDINGS INC. AND DILLINGHAM CORPORATION, THEIR SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, PARTNERSHIPS, SPONSORED JOINT VENTURES, ANY INTEREST OF DILLINGHAM ONLY IN NONSPONSORED JOINT VENTURES AND ANY COMPANY OR ORGANIZATION COMING UNDER THE INTEREST OR CONTROL OR ACTIVE MANAGEMENT OF ANY OF THEM, AND ANY ENTITY OR PARTY REQUIRED TO BE INSURED UNDER ANY CONTRACT OR AGREEMENT OR WHICH THEY MAY AGREE TO INSURE AS NOW OR HEREAFTER CONSTITUTED.

2. OFFICERS, DIRECTORS, BOARD ADVISORS, PARTNERS AND STOCKHOLDERS WHILE ACTING ON BEHALF OF THE NAMED INSURED

3. CORPORATE OFFICERS ACTING IN VOLUNTEER CAPACITIES WITH OUTSIDE ORGANIZATIONS, PROVIDED THAT THESE ACTIVITIES ARE CONDUCTED WITH THE SUPPORT AND/OR ENCOURAGEMENT OF THE NAMED INSURED.

4. DILLINGHAM'S INTEREST IN WRAP-UP PROJECTS.

TRAVELERS DOC MGMT00024

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5.	SPECIAL NO. 5	USE OF OTHER AUTOMOBILES
6.	SPECIAL NO. 6	OIL & GAS DRILLING & EXPLORATION OPERATIONS - SCALED LIMITS
7.	SPECIAL NO. 7	LIMITATION OF COVERAGE
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9.	GL 00 32	AMENDATORY ENDORSEMENT
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11	IL 01 21	AMENDMENT OF POLICY - ALASKA ATTORNEY'S FEES
12.	GL 02 06	AMENDMENT OF CANCELLATION CONDITION ENDORSEMENT
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16.	SPECIAL NO. 16	ADDITIONAL INSURED, CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, AUTOMOBILE LIABILITY
17.	SPECIAL NO. 17	ADDITIONAL INSURED, CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, CAL GAS LEASE NO. 0886
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19.	SPECIAL NO. 19	ADDITIONAL INSURED - CITY OF LOS ANGELES, BOARD OF PUBLIC WORKS
20.	SPECIAL NO. 20	ADDITIONAL INSURED
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22.	SPECIAL NO. 22	ADDITIONAL INSURED
23.	SPECIAL NO. 23	ADDITIONAL INSUREDS
24.	SPECIAL NO. 24	AMENDATORY ENDORSEMENTS
25.	SPECIAL NO. 25	AMENDATORY ENDORSEMENTS
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32.	CA 01 27	CHJANGES IN POLICY - DATE OF EXPIRATION - OKLAHOMA

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44.	CA 21 30	UNINSURED MOTORISTS INSURANCE (ILLINOIS)
45.	CA 21 04	CHANGES IN UNINSURED MOTORISTS INSURANCE (MISSOURI)
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48.	SPECIAL NO. 48	AMENDMENT - DEFINITION OF DAMAGES
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50.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
51.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
52.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
53.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
54.	MC 1620	FORM TX - MOTOR CARRIER AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT
55	MC 1622B	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 20 AND 30 OF THE MOTOR CARRIER ACT OF 1980.

TRAVELERS DOC MGMT00026

Ætna LIFE & CASUALTY

GENERAL LIABILITY SCHEDULE

(Office Code—Symbol—Serial No.—Suffix)

Policy No. 05 AL 59084 CA Page No. 1

Description of Hazards (First Column) — including

1. Location of all premises owned, rented, or controlled by the named insured. 2. Interest of named insured in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the named insured. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

A. PREMISES–OPERATIONS
B. ESCALATORS
C. INDEPENDENT CONTRACTORS –LET OR SUBLET WORK
D. COMPLETED OPERATIONS
E. PRODUCTS
F. CONTRACTUAL

If location same as address in Item 1 of the declarations, check ☐

Double space between entries to allow for coding.

CODE NUMBERS	PREMIUM BASES†	RATES BI	RATES PD	ADVANCE PREMIUM BI	ADVANCE PREMIUM PD
1.	Area sq. ft.	Per 100 sq. ft.		"M" DESIGNATES MINIMUM PREMIUM	
2.	Frontage	Per linear ft.			
3.	Payroll	Per $100			
4.	Flat charge				
5.	Units	Per each			
6.	Receipts	Per $100			
7.	Number	Per landing			
8.	Cost	Per $100			
9.	Receipt	Per $1000			
10.	SALES	PER $1000			
11.					
12.					

RATING MOD FACTOR	PAY'T	TERRITORY STATE	TERRITORY RATE	TAX DISTRICT	LINE DESIG	CLASS		EXPOSURE				
1.00			VRS									
ALL OPERATIONS UNDER A-F DILLINGHAM CORPORATION					Y	15050	3	139450265	.34305	.34305	478384	478384
CA INS. GUAR FUND RECOUP					ZJ						1001.85	1001.85

†As described

ICC-5023-1-81 12-83

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TRAVELERS DOC MGMT00027

LIFE & CASUALTY

AUTOMOBILE SCHEDULE

POLICY NO.	(CE CODE - SYMBOL - SER. NO. - SUFFIX)	PAGE NO.
0.	590844 SCA	1

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

Description of Hazards:
Owned Automobile (Liability); Covered Automobiles (Physical Damage)

VEHICLE INFORMATION				RATING INFORMATION				PREMIUMS				
ENTRY NO. / YR. OF MOD.	TRADE NAME	BODY TYPE & MODEL		STATE / TERR.	DED. COMP.	DED. COLL.		BI LIABILITY	PD LIABILITY	MED. PAYMT. / UN MTRST.		**
INS'D. VEH. NO. / PURCH. MO.YR.	TOWN & STATE WHERE PRINCIPALLY GARAGED			TAX DISTRICT.	RATE COMP. FIRE	THEFT**		BASIC NO FAULT	ADDITIONAL NO FAULT	COMBINED ADD'L. COV.		TOWING †
ORIGINAL COST NEW	IDENTIFICATION NUMBER	ST. EX. CODE LIAB	PHD	CLASS CODE	T O V / C'MeRP	VAL. OF VEH. IF OTHER THAN ACV*		FIRE	THEFT	COMP.		COLL.
				PIP RAT. BASIS / RESID. RAT. BASIS	ZONE RATING	SR22						
	ALL AUTOMOBILES			VRS	RATE 58.309			135802	INCL		100 FLAT CHARGE	
	DILLINGHAM CORPORATION							INCL				
				431400	-							
				0								
	CA INS GUAR FUND RECOUP							ZJ 47.95				

If Physical Damage is indicated in the Declarations as "Fleet Automatic," coverage is afforded as follows for newly acquired vehicles (other than replacements) ‡	COMP.	FIRE	THEFT	C.A.C.	**	COLL.	TOWING

FOR FLEET AUTOMATIC

Maximum Limit of Liability for Physical Damage.

Any one covered automobile. $_____

All covered automobiles at any one location. $_____

All covered automobile. $_____

‡ Entry of one or more of the following code numbers indicates the coverages applicable to any newly acquired vehicle: (other than replacements)

1. All covered automobiles.
2. All registered covered automobiles.
3. All covered automobiles of the private passenger type.
4. All covered automobiles of the commercial type.
5. Excluding, under Collision Coverage, any vehicle not having an Actual Cash Value of at least $500.
6. Excluding vehicles leased short term to the named insured.

Report of Changes shall be submitted:

- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-Annually
- ☐ Annually

*Value of Vehicle is Actual Cash Value:
(a) For Collision;
(b) As respect newly acquired vehicles and
(c) For other Coverages unless otherwise indicated.

** Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded.

† $25 per disablement.

Rating Information:

COMPOSITE RATED

(CC-1035) Ed. 10-78
CAT 468711
Printed in U.S.A.

FIELD OFFICE COPY

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DEDUCTIBLE ENDORSEMENT

IT IS AGREED THAT THE INSURANCE APPLIES SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

I. THE COMPANY'S OBLIGATION UNDER THIS POLICY TO PAY, ON BEHALF OF THE INSURED, DAMAGES AND EXPENSES INCURRED UNDER THE SUPPLEMENTARY PAYMENTS PROVISIONS (OTHER THAN SALARIES OF THE COMPANY'S EMPLOYEES) APPLIES ONLY TO THE AMOUNT OF DAMAGES AND EXPENSES IN EXCESS OF THE DEDUCTIBLE AMOUNTS STATED BELOW:

$3,000,000 EACH OCCURRENCE
SEE BELOW AGGREGATE

II. THE DEDUCTIBLE AMOUNTS APPLY AS FOLLOWS:

A. THE DEDUCTIBLE AMOUNT STATED AS APPLICABLE TO "EACH OCCURRENCE" APPLIES TO ALL DAMAGES INSURED UNDER THIS POLICY AND ALL PAYMENTS MADE UNDER THE SUPPLEMENTARY PAYMENTS PROVISIONS (OTHER THAN SALARIES OF THE COMPANY'S EMPLOYEES) SUSTAINED AS THE RESULT OF ANY ONE OCCURRENCE.

B. THE TOTAL DEDUCTIBLE AMOUNT APPLICABLE TO ALL DAMAGES INSURED UNDER THIS POLICY AND ALL PAYMENTS MADE UNDER THE SUPPLEMENTARY PAYMENTS PROVISIONS (OTHER THAN SALARIES OF THE COMPANY'S EMPLOYEES) SHALL NOT EXCEED THE AMOUNT STATED AS AGGREGATE.

C. THE COMPANY SHALL BE LIABLE ONLY FOR THE DIFFERENCE BETWEEN THE DEDUCTIBLE AMOUNT AND THE LIMITS OF LIABILITY STATED IN THE POLICY AND ANY PAYMENT MADE WHICH INCLUDES SUCH DEDUCTIBLE AMOUNTS SHALL NOT INCREASE THE COMPANY'S LIABILITY WITH RESPECT TO EACH OCCURRENCE AND AGGREGATE.

D. THE TERMS OF THE POLICY, INCLUDING THOSE WITH RESPECT TO (A) THE COMPANY'S RIGHTS AND DUTIES WITH RESPECT TO THE DEFENSE OF SUITS AND (B) THE INSURED'S DUTIES IN THE EVENT OF AN OCCURRENCE APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT.

E. THE COMPANY MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT AND, UPON NOTIFICATION OF THE ACTION TAKEN, THE NAMED INSURED SHALL REIMBURSE THE COMPANY FOR SUCH PART OF THE DEDUCTIBLE AMOUNT AS HAS BEEN PAID BY THE COMPANY.

III. THE NAMED INSURED SHALL PAY AN ADDITIONAL PREMIUM, WHICH SHALL BE CHARGED TO THE NAMED INSURED EACH TIME THERE IS A REIMBURSEMENT. SUCH PREMIUM SHALL BE CALCUALTED BY APPLYING THE FOLLOWING FACTOR TO EACH REIMBURSEMENT: 1.08 ON FIRST $250,000 OF EACH PAID CLAIM.

TRAVELERS DOC MGMT00029

IV. AGGREGATE

DILLINGHAM/PACIFIC BASIN WILL RETAIN UP TO A PROGRAM AGGREGATE OF $3,500,000 FOR THE FIRST $3,000,000 OF ANY PAID LOSS ARISING OUT OF PAID LOSSES WITHIN A DEDUCTIBLE, LOSS LIMIT, OR LOSSES PAID BY PACIFIC BASIN WHERE APPLICABLE INCLUDING ALLOCATED EXPENSES, DURING THE POLICY YEAR.

POLICY YEAR MANHOURS WILL BE THE BASIS OF AGGREGATE ADJUSTMENT. ESTIMATED MANHOURS FOR 5-1-86/87 ARE 11,809,421 AN INCREASE OR DECREASE IN MANHOURS SHALL EXCEED 10% BEFORE ANY ADJUSTMENT TO THE AGGREGATE APPLIES.

TRAVELERS DOC MGMT00030

EMPLOYEE BENEFIT PROGRAM - LIABILITY INSURANCE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES ON ACCOUNT OF ANY CLAIM MADE AGAINST THE INSURED BY:

1. AN EMPLOYEE;
2. A FORMER EMPLOYEE;
3. THE BENEFICIARIES OR LEGAL REPRESENTATIVES THEREOF;

FOR INJURY CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE ADMINISTRATION OF EMPLOYEE BENEFIT PROGRAMS.

THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED ALLEGING SUCH NEGLIGENT ACT, ERROR OR OMISSION AND SEEKING DAMAGES ON ACCOUNT THEREOF, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

THE COMPANY, UNDER THIS INSURANCE, SHALL NOT BE LIABLE FOR MORE THAN THE LIMIT OF LIABILITY SPECIFIED IN THE DECLARATIONS AS APPLICABLE TO "EACH CLAIM" FOR ALL DAMAGES INCURRED ON ACCOUNT OF ANY CLAIM OR SUIT COVERED HEREUNDER; THE LIMIT OF LIABILITY STATED AS "AGGREGATE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING EACH CLAIM, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES INCURRED ON ACCOUNT OF ALL CLAIMS OR SUITS COVERED HEREUNDER AND OCCURRING DURING EACH CONSECUTIVE ANNUAL PERIOD. THIS INSURANCE APPLIES SEPARATELY TO EACH INSURED AGAINST WHICH CLAIM IS MADE OR SUIT BROUGHT, BUT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY.

THE COMPANY WILL PAY, IN ADDITION TO THE LIMITS OF LIABILITY:

1. ALL EXPENSES INCURRED BY THE COMPANY, ALL COSTS TAXED AGAINST THE INSURED IN ANY SUIT DEFENDED BY THE COMPANY AND ALL INTEREST ON THE ENTIRE AMOUNT OF ANY JUDGMENT THEREIN WHICH ACCRUES AFTER ENTRY OF THE JUDGMENT AND BEFORE THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT THAT PART OF THE JUDGMENT WHICH DOES NOT EXCEED THE LIMIT OF THE COMPANY'S LIABILITY THEREON;

2. PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH SUIT, PREMIUMS ON BONDS TO RELEASE ATTACHMENTS IN ANY SUCH SUIT FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY AND THE COST OF BAIL BONDS REQUIRED OF THE INSURED BECAUSE OF A CLAIM TO WHICH THIS INSURANCE APPLIES, NOT TO EXCEED $250 PER BAIL BOND, BUT THE COMPANY SHALL HAVE NO OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS;

3. REASONABLE EXPENSES INCURRED BY THE INSURED AT THE COMPANY'S REQUEST IN ASSISTING THE COMPANY IN THE INVESTIGATION OR DEFENSE OF ANY CLAIM OR SUIT, INCLUDING ACTUAL LOSS OF EARNINGS NOT TO EXCEED $25 PER DAY.

TRAVELERS DOC MGMT00031

EXCLUSIONS

THIS INSURANCE DOES NOT APPLY:

1. TO ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT, LIBEL, SLANDER, DISCRIMINATION OR HUMILIATION;

2. TO BODILY INJURY TO, SICKNESS, DISEASE OR DEATH, OF ANY PERSON, OR TO INJURY TO OR DESTRUCTION OF ANY TANGIBLE PROPERTY, INCLUDING LOSS OF USE THEREOF;

3. TO ANY CLAIM FOR FAILURE OF PERFORMANCE OF CONTRACT BY ANY INSURER;

4. TO ANY CLAIM BASED UPON THE INSURED'S FAILURE TO COMPLY WITH ANY LAW CONCERNING WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, DISABILITY BENEFITS OR THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR ANY SIMILAR LEGISLATION THAT MAY BE ENACTED;

5. TO ANY CLAIM BASED UPON:

   A. FAILURE OF ANY INVESTMENT PLAN TO PERFORM AS REPRESENTED BY AN INSURED;

   B. ADVICE GIVEN BY AN INSURED TO AN EMPLOYEE TO PARTICIPATE OR NOT TO PARTICIPATE IN INVESTMENT SUBSCRIPTION PLANS;

6. TO ANY DAMAGES ARISING OUT OF THE INABILITY OF EMPLOYEE BENEFIT PROGRAMS TO MEET THEIR OBLIGATION DUE TO INSOLVENCY;

7. TO FINES, PENALTIES OR TAXES.

WHO IS INSURED

THE WORD "INSURED" INCLUDES NOT ONLY THE NAMED INSURED, BUT ALSO ANY PARTNER, EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, OR ANY PERSON FOR WHOSE ACTS THE NAMED INSURED IS LEGALLY LIABLE, PROVIDED SUCH PERSON IS AUTHORIZED TO ACT IN THE ADMINISTRATION OF THE INSURED'S EMPLOYEE BENEFIT PROGRAMS.

WHEN INSURED

COVERAGE PROVIDED UNDER THIS INSURANCE APPLIES ONLY TO:

1. CLAIMS BROUGHT AGAINST THE INSURED WHILE THIS INSURANCE IS IN EFFECT FOR ACTS THAT OCCURRED BEFORE THE EFFECTIVE DATE OF THIS INSURANCE PROVIDED THAT DILLINGHAM CORPORATE RISK MANAGEMENT AT THE EFFECTIVE DATE OF THIS INSURANCE HAD NO KNOWLEDGE OF OR COULD NOT HAVE REASONABLY FORESEEN ANY CIRCUMSTANCES WHICH MIGHT RESULT IN A CLAIM OR SUIT;

TRAVELERS DOC MGMT00032

2. SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS WHICH OCCUR AFTER THE EFFECTIVE DATE OF THIS INSURANCE AND PRIOR TO ITS TERMINATION AND CONCERNING WHICH DILLINGHAM CORPORATE RISK MANAGEMENT HAS GIVEN WRITTEN NOTICE TO THE COMPANY PRIOR TO TERMINATION OF THIS INSURANCE.

WHAT TO DO WHEN NOTICE OF CLAIM IS RECEIVED

IN THE EVENT OF A CLAIM, NOTICE SHALL BE GIVEN BY OR ON BEHALF OF DILLINGHAM CORPORATE RISK MANAGEMENT TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS. DILLINGHAM CORPORATE RISK MANAGEMENT SHALL UPON RECEIVING INFORMATION AS TO THE ALLEGED NEGLIGENT ACT, ERROR OR OMISSION, GIVE NOTICE TO THE COMPANY OF THE ALLEGATIONS AS TO THE NEGLIGENT ACT, ERROR OR OMISSION AS SOON AS PRACTICABLE. IF SUIT IS BROUGHT, DILLINGHAM CORPORATE RISK MANAGEMENT MUST IMMEDIATELY FORWARD TO THE COMPANY EVERY SUMMONS OR OTHER PROCESS RECEIVED BY THEM.

NUCLEAR ENERGY LIABILITY EXCLUSION
(BROAD FORM)

1. THIS POLICY DOES NOT APPLY:

   A. UNDER ANY LIABILITY COVERAGE, TO BODILY INJURY OR PROPERTY DAMAGE

      (1) WITH RESPECT TO WHICH AN INSURED UNDER THIS POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMITS 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, OR UNDER ANY SUPPLEMENTARY PAYMENTS PROVISION RELATING TO FIRST AID, 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 THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF

      (1) THE NUCLEAR MATERIAL (A) IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR (B) HAS BEEN DISCHARGED OR DISPERSED THEREFROM;

      (2) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR

      (3) THE 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.

TRAVELERS DOC MGHT00034

II. AS USED HEREIN:

"HAZARDOUS PROPERTIES" INCLUDE RADIOACTIVE, TOXIC OR EXPLOSIVE PROPERTIES;

"NUCLEAR MATERIAL" MEANS SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL;

"SOURCE MATERIAL", SPECIAL "NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL" HAVE THE MEANINGS GIVEN THEM IN THE ATOMIC ENERGY ACT OF 1954 OR IN ANY LAW AMENDATORY THEREOF;

"SPENT FUEL" MEANS ANY FUEL ELEMENT OR FUEL COMPONENT, SOLID OR LIQUID, WHICH HAS BEEN USED OR EXPOSED TO RADIATION IN A NUCLEAR REACTOR;

"WASTE" MEANS ANY WASTE MATERIAL (1) CONTAINING BYPRODUCT MATERIAL AND (2) RESULTING FROM THE OPERATION BY ANY PERSON OR ORGANIZATION OF ANY NUCLEAR FACILITY INCLUDED WITHIN THE DEFINITION OF NUCLEAR FACILITY UNDER PARAGRAPH A. OR B. THEREOF;

"NUCLEAR FACILITY" MEANS

(A) ANY NUCLEAR REACTOR;

(B) ANY EQUIPMENT OR DEVICE DESIGNED OR USED FOR (1) SEPARATING THE ISOTOPES OF URANIUM OR PLUTONIUM, (2) PROCESSING OR UTILIZING SPENT FUEL, OR (3) HANDLING, PROCESSING OR PACKAGING WASTE;

(C) ANY EQUIPMENT OR DEVICE USED FOR THE PROCESSING, FABRICATING OR ALLOYING OF SPECIAL NUCLEAR MATERIAL IF AT ANY TIME THE TOTAL AMOUNT OF SUCH MATERIAL IN THE CUSTODY OF THE INSURED AT THE PREMISES WHERE SUCH EQUIPMENT OR DEVICE IS LOCATED CONSISTS OF OR CONTAINS MORE THAN 25 GRAMS OF PLUTONIUM OR URANIUM 233 OR ANY COMBINATION THEREOF, OR MORE THAN 250 GRAMS OF URANIUM 235;

(D) ANY STRUCTURE, BASIN, EXCAVATION, PREMISES OR PLACE PREPARED OR USED FOR THE STORAGE OR DISPOSAL OF WASTE;

AND INCLUDES THE SITE ON WHICH ANY OF THE FOREGOING IS LOCATED, ALL OPERATIONS CONDUCTED ON SUCH SITE AND ALL PREMISES USED FOR SUCH OPERATIONS;

"NUCLEAR REACTOR" MEANS ANY APPARATUS DESIGNED OR USED TO SUSTAIN NUCLEAR FISSION IN A SELF-SUPPORTING CHAIN REACTION OR TO CONTAIN A CRITICAL MASS OF FISSIONABLE MATERIAL;

"PROPERTY DAMAGE" INCLUDES ALL FORMS OF RADIOACTIVE CONTAMINATION OF PROPERTY.

TRAVELERS DOC MGMT00035

USE OF OTHER AUTOMOBILES

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
USE OF OTHER AUTOMOBILES
SCHEDULE

THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGES FOR SUCH INDIVIDUAL.

NAME OF INDIVIDUAL IF ANY	BODILY INJURY LIABILITY INCL.	PROPERTY DAMAGE LIABILITY INCL.	AUTOMOBILE MEDICAL PAYMENTS

IT IS AGREED THAT SUBJECT TO THE PROVISIONS OF THIS ENDORSEMENT AND ALL OF THE PROVISIONS OF THE POLICY NOT EXPRESSLY MODIFIED BY THIS ENDORSEMENT: THE INSURANCE AFFORDED BY THE POLICY UNDER THE BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY AND THE AUTOMOBILE MEDICAL PAYMENTS COVERAGES FOR AN AUTOMOBILE OWNED BY THE NAMED INSURED AND COVERED BY THE POLICY ALSO APPLIES TO THE USE OF ANY OTHER AUTOMOBILE.

1. PERSONS INSURED

A. WITH RESPECT TO THE BODILY INJURY LIABILITY AND THE PROPERTY DAMAGE LIABILITY INSURANCE AFFORDED BY THIS ENDORSEMENT THE PERSONS INSURED PROVISION OF THE POLICY IS REPLACED BY THE FOLLOWING:

(1) EXCEPT AS PROVIDED IN PARAGRAPH (2) BELOW, EACH OF THE FOLLOWING IS AN INSURED TO THE EXTENT SET FORTH BELOW:

(A) EACH INDIVIDUAL NAMED IN THE SCHEDULE OF THIS ENDORSEMENT AND WHILE RESIDENT OF THE SAME HOUSEHOLD, THE SPOUSE OF SUCH INDIVIDUAL, AND

(B) ANY OTHER PERSON OR ORGANIZATION NOT OWNING OR HIRING THE AUTOMOBILE BUT ONLY WITH RESPECT TO HIS OR ITS LIABILITY BECAUSE OF ACTS OR OMISSION OF AN INSURED UNDER (A) ABOVE, PROVIDING

(C) IF CLAIM IS MADE OR SUIT IS FILED, THE NAMED INSURED IMMEDIATELY NOTIFIES THE COMPANY IN WRITING THAT SUCH INDIVIDUAL, PERSON OR ORGANIZATION IS TO BE COVERED.

TRAVELERS DOC MGMT00036

(2) NONE OF THE FOLLOWING IS AN INSURED:

(A) ANY PERSON WHILE ENGAGED IN BUSINESS OF HIS EMPLOYER WITH RESPECT TO BODILY INJURY TO A FELLOW EMPLOYEE INJURED IN THE COURSE OF HIS EMPLOYMENT:

(B) ANY PERSON WHILE EMPLOYED IN OR OTHERWISE ENGAGED IN DUTIES IN CONNECTION WITH A BUSINESS OR OCCUPATION OF SELLING, REPAIRING, SERVICING, STORING OR PARKING AUTOMOBILES:

(C) THE EMPLOYER OF ANY INDIVIDUAL NAMED IN THIS ENDORSEMENT OR THE PARTNERSHIP OF WHICH SUCH INDIVIDUAL IS A PARTNER.

B. THE AUTOMOBILE MEDICAL PAYMENTS INSURANCE AFFORDED BY THIS ENDORSEMENT COVERS THE FOLLOWING PERSONS:

(1) THE INDIVIDUAL NAMED IN THIS ENDORSEMENT AND WHILE RESIDENTS OF THE SAME HOUSEHOLD, HIS SPOUSE AND THE RELATIVES OF EITHER WHILE OCCUPYING OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY ANY AUTOMOBILE.

(2) ANY OTHER PERSON OCCUPYING ANY AUTOMOBILE OPERATED OR OCCUPIED BY THE INDIVIDUAL NAMED IN THIS ENDORSEMENT OR HIS SPOUSE WHILE RESIDENT OF THE SAME HOUSEHOLD OR OPERATED ON THEIR BEHALF BY A PRIVATE CHAUFFEUR OR DOMESTIC SERVANT EMPLOYED BY EITHER OF THEM, PROVIDED THE BODILY INJURY RESULTS FROM SUCH OPERATION OR OCCUPANCY.

2. EXCLUSIONS

THE INSURANCE AFFORDED BY THIS ENDORSEMENT DOES NOT APPLY:

A. TO ANY AUTOMOBILE OWNED BY THE INDIVIDUAL NAMED IN THIS ENDORSEMENT, HIS SPOUSE OR ANY RESIDENT OF THE SAME HOUSEHOLD OTHER THAN A PRIVATE CHAUFFEUR OR DOMESTIC SERVANT.

B. TO ANY AUTOMOBILE USED IN THE BUSINESS OR OCCUPATION OF THE INDIVIDUAL NAMED IN THIS ENDORSEMENT OR HIS SPOUSE BY ANY OTHER PERSON.

C. UNDER THE AUTOMOBILE MEDICAL PAYMENTS COVERAGE TO BODILY INJURY SUSTAINED BY ANY PERSON WHILE OCCUPYING OR WHILE PEDESTRIAN THROUGH BEING STRUCK BY ANY OF THE FOLLOWING:

(1) A VEHICLE OPERATED ON RAIL OR CRAWLER-TREADS:

(2) A FARM TYPE TRACTOR OR OTHER EQUIPMENT DESIGNED FOR USE PRINCIPALLY OFF PUBLIC ROADS WHILE NOT ON PUBLIC ROADS:

(3) ANY LAND MOTOR VEHICLE OR TRAILER WHILE LOCATED FOR USE AS A RESIDENCE OR PREMISES.

TRAVELERS DOC MGHT00037

D. UNDER THE AUTOMOBILE MEDICAL PAYMENTS COVERAGE, TO ANY AUTOMOBILE WHILE USED BY AN INSURED AS A PUBLIC OR LIVERY CONVEYANCE; BUT THIS EXCLUSION DOES NOT APPLY TO BODILY INJURY RESULTING FROM THE INSURED'S OCCUPANCY OF SUCH AUTOMOBILE OTHER THAN AS OPERATOR.

3. THE EXCLUSION OF THE POLICY RELATING TO PUBLIC OR LIVERY CONVEYANCES DOES NOT APPLY TO THE BODILY INJURY LIABILITY AFFORDED BY THIS ENDORSEMENT. EXCLUSION (e) OF THE GARAGE LIABILITY COVERAGE DOES NOT APPLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

4. EXCESS INSURANCE.

A. THE INSURANCE AFFORDED BY THIS ENDORSEMENT FOR BODILY INJURY LIABILITY AND FOR PROPERTY DAMAGE LIABILITY IS EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE, WHETHER PRIMARY, EXCESS OR CONTINGENT, AVAILABLE TO THE INSURED.

B. THE INSURANCE AFFORDED BY THIS ENDORSEMENT FOR AUTOMOBILE MEDICAL PAYMENTS SHALL BE EXCESS OVER ANY OTHER VALID AND COLLECTIBLE AUTOMOBILE MEDICAL PAYMENTS OR MEDICAL EXPENSE INSURANCE, WHETHER PRIMARY, EXCESS OR CONTINGENT.

TRAVELERS DOC MGHT00038

OIL & GAS DRILLING & EXPLORATION OPERATIONS - SCALED LIMITS

AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

1. IT IS AGREED THAT AS RESPECTS LIABILITY OF THE INSURED THAT ARISES OUT OF ITS INTEREST IN THE OPERATIONS OR EXISTENCE OF ANY JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP (HEREIN CALLED "JOINT VENTURE") THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL BE LIMITED TO THE PRODUCT OF:

   A.) THE PERCENTAGE INTEREST OF THE INSURED IN THE JOINT VENTURE AND

   B.) THE TOTAL LIMIT OF LIABILITY AFFORDED BY THIS POLICY.

   THE INTEREST OF THE NAMED INSURED INCLUDES THOSE INTERESTS THAT THE INSURED HAS AGREED TO INSURE. WHERE THE PERCENTAGE INTERESTS OF THE INSURED IN THE JOINT VENTURE IS NOT SET FORTH IN WRITING, THE PERCENTAGE TO BE APPLIED SHALL BE THAT IMPOSED BY LAW.

   IN THE EVENT OF THE INSOLVENCY OF A JOINT VENTURER, THE PROPORTION OF THE PERCENTAGE INTEREST OF THE INSOLVENT PARTY ASSIGNED TO THE INSURED SHALL BE ADDED TO THE PERCENTAGE OF THE INSURED TO DETERMINE THE LIMIT OF LIABILITY. THE SAID PERCENTAGE INTEREST TO BE APPLIED SHALL NOT BE LESS THAN THAT WHICH WOULD BE IMPOSED BY LAW.

2. THE PROVISIONS OF PARAGRAPH 1 ABOVE DO NOT APPLY TO A JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP IF THE INSURED IS SOLELY LIABLE BY OPERATION OF LAW OR CONTRACT.

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

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

Endorsement effective	Policy No.		Endorsement No. 6	
Named Insured				
Additional Premium $	Return Premium $		BI	PD
		In Advance $	$	
		1st Anniv. $	$	
		2nd Anniv. $	$	

SPECIAL NO. 6

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

Countersigned by _____
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

LIMITATION OF COVERAGE

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE FOR WHICH INSURANCE IS AFFORDED UNDER THE POLICIES SCHEDULED BELOW OR FOR ANY RENEWAL THEREOF.

IT IS ALSO AGREED THAT, FOR THE SOLE PURPOSE OF ARRIVING AT THE AGGREGATE LIMIT OF LIABILITY OF A PARTICULAR COVERAGE, THIS POLICY AND THOSE SCHEDULED WILL BE DEEMED TO BE ONE POLICY WITH A SINGLE AGGREGATE LIMIT OF LIABILITY FOR SUCH COVERAGE.

IT IS FURTHER AGREED THAT THIS POLICY DOES NOT APPLY TO HAZARDS TO WHICH SUCH SCHEDULED POLICIES ARE INAPPLICABLE SOLEY BECAUSE OF THE EXHAUSTION OF THE LIMIT OF LIABILITY PROVIDED THEREIN.

SCHEDULE OF POLICIES		PERIOD OF INSURANCE
05 AL 590801 SCA	DILLINGHAM CONSTRUCTION, INC. S.A. HEALY COMPANY-GROW TUNNELING DEW CROSSTOWN INTERCEPTOR	5-1-86/87
05 AL 590815 SCA	DILLINGHAM CONSTRUCTION, INC. BARNES SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT	5-1-86/87
05 AL 590848 SCA	DILLINGHAM - SLATTERY, SHARPE CONTRACTORS	5-1-86/87
05 AL 636002 SCA	DILLINGHAM - POMEROY	5-1-86/87

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

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

Endorsement effective | Policy No. | Endorsement No. 7

Named Insured

Additional Premium $ | Return Premium $

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

SPECIAL NO. 7

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

Countersigned by _____
(Authorized Representative)

TRAVELERS DOC MGMT00040

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

DISRIMINATION COVERAGE

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE OF THE POLICY APPLIES TO INJURY ARISING OUT OF DISCRIMINATION ON ACCOUNT OF RACE, COLOR, CREED OR NATIONAL ORIGIN, BUT ONLY IF SUCH DISCRIMINATION IS NOT COMMITTED BY, AT THE DIRECTION OF OR WITH THE KNOWLEDGE OF THE INSURED OR ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF, SUBJECT TO THE FOLLOWING PROVISIONS:

1. THIS INSURANCE DOES NOT APPLY IN THE STATE OF NEW YORK OR IN ANY OTHER JURISDICTION IN WHICH SUCH INSURANCE IS NOT PERMITTED.

2. THIS INSURANCE APPLIES ONLY TO THE NAMED INSURED AND DEFINITIONS OF "INSURED" DOES NOT APPLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

3. THIS INSURANCE DOES NOT APPLY TO INJURY SUSTAINED BY ANY PERSON AS THE RESULT OF DISCRIMINATION DIRECTLY OF INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

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

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

Endorsement effective

Named Insured

Additional Premium $

Policy No.

Return Premium $

Endorsement No. 8

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

SPECIAL NO. 8

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

Countersigned by _____
(Authorized Representative)

TRAVELERS DOC MGMT00041

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective Policy No. Endorsement No. 9

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to bodily injury to any employee of the insured is deleted and replaced by the following:

This insurance does not apply:

(i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;

(ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury; or

(iii) to bodily injury sustained by the spouse, child, parent, brother or sister of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

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TRAVELERS DOC MGMT00042

AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the Insured on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

ENDORSEMENT NO. 10

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Copyright, ISO Commercial Risk Services, Inc., 1984

TRAVELERS DOC MGMT00043

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AMENDMENT OF POLICY — ALASKA ATTORNEY'S FEES

Additional Premium $ _____

Attorney's Fees
for a Judgment of $ _____

A. It is agreed that with respect to attorney's fees awarded under "Alaska Civil Rule 82" in any suit defended by the company under this policy, the company's obligation under the provision to pay all costs taxed against the insured shall not exceed the amount of attorney's fees allowed under that Rule for a judgment equal to the applicable limit of liability or limit per accident provided by this insurance for liability insurance.

B. However if a premium and a judgment amount are shown in this endorsement or in the declarations, it is further agreed that with respect to attorney's fees awarded under "Alaska Civil Rule 82" in any suit defended by the company under this policy, the company will pay, instead of the attorney's fees provided for in paragraph A. above, attorney's fees up to the amount allowed under that Rule for the judgment shown in this endorsement or in the declarations.

ENDORSEMENT NO. 11

TRAVELERS DOC HGMT00044

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective Policy No. Endorsement No. 12

Named Insured Countersigned by _____ (Authorized Representative)

GENERAL LIABILITY

AMENDMENT OF CANCELLATION CONDITIONS ENDORSEMENT

(Georgia)

It is agreed that the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the Named Insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the named insured at the last address of record, written notice stating when not less than thirty days thereafter such cancellation shall be effective; provided that, this policy may be cancelled by the company by mailing to the named insured at the last address of record, written notice stating:

1. when not less than ten days thereafter such cancellation shall be effective, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or indirectly to its agent, or
2. when not less than ten days thereafter such cancellation shall be effective, if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy.

A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the company shall be equivalent to mailing.

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TRAVELERS DOC MGMT00045

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective Policy No. Endorsement No. 13

Named Insured

Countersigned by _____
(Authorized Representative)

AMENDATORY ENDORSEMENT
(Michigan)

1. It is agreed that with respect to the "Cancellation" condition of the policy, the words "at the address shown in this policy," appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent."
2. It is agreed that the Supplementary Payments provision is amended to include the following:
   (e) prejudgment interest awarded against the insured on that part of the judgment the company pays.

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TRAVELERS DOC MGMT00046

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective Policy No. . Endorsement No. 14

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

AMENDATORY ENDORSEMENT
(Washington)

It is agreed that exclusion (j) only applies with respect to bodily injury to employees of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to bodily injury to any other employee of the insured, exclusion (j) is replaced with the following:

This insurance does not apply:

(i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;

(ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury; or

(iii) to bodily injury sustained by the spouse, child, parent, brother, or sister of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured.

This exclusion applies to all claims and suits by any person or organization for damage because of such bodily injury, including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

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TRAVELERS DOC MGMT00047

COMPREHENSIVE GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

ATTACHMENT TO POLICY NO. 05 AL 590844 SCA

NAME OF INSURED: DILLINGHAM CONSTRUCTION, INC.

ADDRESS: P. O. BOX 1089, 7100 JOHNSON DRIVE

CITY: PLEASANTON STATE: CA ZIP: 94566

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

1. THE CITY OF LOS ANGELES, THE BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES, THE DEPARTMENT OF WATER AND POWER, AND THEIR OFFICERS, AGENTS AND EMPLOYEES ARE INSUREDS THEREUNDER WITH REGARD TO OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED UNDER THIS CONTRACT.

2. SUCH INSURANCE SHALL BE PRIMARY AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.

3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY.

4. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY ATTORNEY OF THE CITY OF LOS ANGELES BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY DAYS PRIOR TO THE EFFECTIVE DATE THEREOF AND ADDRESSED AS FOLLOWS:

OFFICE OF THE CITY ATTORNEY
WATER AND POWER DIVISION
CITY OF LOS ANGELES
111 NORTH HOPE STREET
LOS ANGELES, CA 90012

5. TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT IS ATTACHED ARE AS FOLLOWS:

TYPE OF COVERAGE	DATE OF EFFECTIVE ENDORSEMENT	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
COMPREHENSIVE GENERAL LIABILITY	5/1/86	05 AL 590844 SCA	5/1/86/87 -	$4,000,000 CSL

ENDORSEMENT NO. 15

SPECIAL NO. 15

TRAVELERS DOC MGMT00048

COMPREHENSIVE GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

THE FOLLOWING RELATE TO THE ABOVE COVERAGE:

INCLUSIONS:	(X)	PREMISES & OPERATIONS	(X)	EXPLOSION HAZARD
	(X)	CONTRACTUAL LIABILITY	(X)	COLLAPSE
	(X)	FIRE LEGAL LIABILITY	(X)	UNDERGROUND HAZARD
	(X)	INDEPENDENT CONTRACTORS	( )	GARAGE KEEPER'S LEGAL LIABILITY
	(X)	PRODUCTS/COMPLETED OPERATIONS	( )	OWNED AUTOMOBILES
	(X)	BROAD FORM PROPERTY DAMAGE	( )	NON-OWNED AUTOMOBILES
	(X)	PERSONAL INJURY	( )	HIRED AUTOMOBILES

EXCLUSIONS:

EXTENSIONS/PROVISIONS:

THERE ARE NO DEDUCTIBLES OR SELF-INSURED RETENTIONS UNLESS OTHERWISE NOTED HEREIN.
($3,000,000 DEDUCTIBLE (OR SELF-INSURED RETENTION) FOR GENERAL LIABILITY COVERAGE).

AETNA CASUALTY & SURETY COMPANY
INSURANCE COMPANY

ADDRESS: 151 FARMINGTON AVENUE

HARTFORD, CONNECTICUT 06156

I, _____, (PRINT NAME) HEREBY DECLARE UNDER PENALTY OF PERJURY, THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-NAMED INSURANCE COMPANY TO THIS ENDORSEMENT AND BY MY EXECUTION HEREOF, DO SO BIND SAID COMPANY.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(NO FACSIMILE SIGNATURE OR INITIALED SIGNATURE ACCEPTED)

EXECUTED AT SAN FRANCISCO, CALIFORNIA ON _____, 19____

TRAVELERS DOC MGHT00049

COMPREHENSIVE AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

ATTACHMENT TO POLICY NO. 05 AL 590844 SCA

NAME OF INSURED: DILLINGHAM CONSTRUCTION, INC.

ADDRESS: P. O. BOX 1089, 7100 JOHNSON DRIVE

CITY: PLEASANTON STATE: CA ZIP: 94566

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

1. THE CITY OF LOS ANGELES, THE BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES, THE DEPARTMENT OF WATER AND POWER, AND THEIR OFFICERS, AGENTS AND EMPLOYEES ARE INSUREDS THEREUNDER WITH REGARD TO OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED UNDER THIS CONTRACT.

2. SUCH INSURANCE SHALL BE PRIMARY AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.

3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY.

4. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY ATTORNEY OF THE CITY OF LOS ANGELES BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY DAYS PRIOR TO THE EFFECTIVE DATE THEREOF AND ADDRESSED AS FOLLOWS:

OFFICE OF THE CITY ATTORNEY
WATER AND POWER DIVISION
CITY OF LOS ANGELES
111 NORTH HOPE STREET
LOS ANGELES, CA 90012

5. TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT IS ATTACHED ARE AS FOLLOWS:

8

TYPE OF COVERAGE	EFFECTIVE DATE OF ENDORSEMENT	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
COMPREHENSIVE AUTOMOBILE LIABILITY	5/1/86	05 AL 590844 SCA	5/1/86 - 5/1/87	$4,000,000 CSL

ENDORSEMENT NO. 16

SPECIAL NO. 16

TRAVELERS DOC MGMT00050

COMPREHENSIVE AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

THE FOLLOWING RELATE TO THE ABOVE COVERAGE:

INCLUSIONS: (X) OWNED AUTOMOBILES (X) HIRED AUTOMOBILES
(X) NON-OWNED AUTOMOBILES (X) LEASED AUTOMOBILES

EXCLUSIONS:

EXTENSIONS/PROVISIONS:

THERE ARE NO DEDUCTIBLES OR SELF-INSURED RETENTIONS UNLESS OTHERWISE NOTED HEREIN.
($3,000,000 DEDUCTIBLE (OR SELF-INSURED RETENTION) FOR AUTOMOBILE LIABILITY COVERAGE).

AETNA CASUALTY & SURETY COMPANY
INSURANCE COMPANY

ADDRESS: 151 FARMINGTON AVENUE

HARTFORD, CONNECTICUT 06156

I, _____, (PRINT NAME) HEREBY DECLARE UNDER PENALTY OF PERJURY, THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-NAMED INSURANCE COMPANY TO THIS ENDORSEMENT AND BY MY EXECUTION HEREOF, DO SO BIND SAID COMPANY.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(NO FACSIMILE SIGNATURE OR INITIALED SIGNATURE ACCEPTED)

EXECUTED AT SAN FRANCISCO, CALIFORNIA ON _____, 19____

ENDORSEMENT NO. 16
PAGE 2 OF 2

SPECIAL NO. 16

ADDITIONAL INSURED
CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER
(TO BE ATTACHED TO EACH POLICY)

TRANSACTION: LEASE NO. 0886
LESSEE: CAL GAS-WEST, INC.
DBA CAL GAS-BISHOP

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

1. THE CITY OF LOS ANGELES, ITS ABOVE DESIGNATED DEPARTMENT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE HEREBY NAMED AS ADDITIONAL INSUREDS THEREUNDER IN RELATION TO THE ABOVE STATED TRANSACTION:

   - WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY;
   - IN THE PERFORMANCE OF ALL OPERATIONS, USES, OCCUPATIONS, ACTS AND ACTIVITIES:
   - REGARDLESS OF WHETHER LIABILITY IS ATTRIBUTABLE TO THE NAMED INSURED AND/OR AN ADDITIONAL INSURED.

2. SUCH INSURANCE SHALL BE PRIMARY, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.

3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEVERALLY AS TO EACH INSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY; THE INCLUSION OF ANY PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OR ORGANIZATION WOULD HAVE AS TO CLAIMANT IF NOT SO INCLUDED.

4. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE THEREOF.

MAIL POLICIES, ENDORSEMENTS, AND NOTICES TO:

DEPARTMENT OF WATER AND POWER
873 N. MAIN STREET, SUITE 227
BISHOP, CALIFORNIA 93514

ATTENTION: LAND SECTION

TRAVELERS DOC MGMT00052

NAMED INSURED: CAL GAS-WEST, INC.
DBA CAL GAS-BISHOP
P.O. BOX 966
BISHOP, CA 93514

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	EFFECTIVE DATE OF ENDORSEMENT	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
GENERAL AND AUTOMOBILE LIABILITY	5/1/86	05 AL 590844 SCA	5/1/86-5/1/87	$4,000,000 COMBINED SINGLE LIMIT	AETNA CASUALTY & SURETY

THE FOLLOWING INCLUSIONS, EXCLUSIONS, EXTENSIONS OR SPECIFIC PROVISIONS RELATE TO THE ABOVE COVERAGE IF OTHER THAN STANDARD.

THERE ARE NO DEDUCTIBLES OR SELF-INSURED RETENTIONS UNLESS OTHERWISE NOTED. ($3,000,000 DEDUCTIBLE (OR SELF-INSURED RETENTION) SEPARATELY FOR GENERAL LIA-

BILITY AND AUTOMOBILE LIABILITY COVERAGE).

AETNA CASUALTY & SURETY COMPANY
NAME OF INSURANCE COMPANY

151 FARMINGTON AVENUE
ADDRESS

HARTFORD, CONNECTICUT 06156
CITY, STATE, ZIP

I, _____, (PRINT NAME) HEREBY DECLARE UNDER PENALTY OF PERJURY, THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-NAMED INSURANCE COMPANY TO THIS ENDORSEMENT AND BY MY EXECUTION HEREOF, DO SO BIND SAID COMPANY.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(NO FACSIMILE SIGNATURE ACCEPTED)

EXECUTED AT SAN FRANCISCO, CALIFORNIA ON _____, 19____

TRAVELERS DOC MGMT00053

ADDITIONAL INSURED
CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER
(TO BE ATTACHED TO EACH POLICY)

TRANSACTION: LEASE NO. 0869
LESSEE: CAL GAS-WEST, INC.
DBA CAL GAS-MAMMOTH LAKES

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

1. THE CITY OF LOS ANGELES, ITS ABOVE DESIGNATED DEPARTMENT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE HEREBY NAMED AS ADDITIONAL INSUREDS THEREUNDER IN RELATION TO THE ABOVE STATED TRANSACTION:

   - WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY;
   - IN THE PERFORMANCE OF ALL OPERATIONS, USES, OCCUPATIONS, ACTS AND ACTIVITIES:
   - REGARDLESS OF WHETHER LIABILITY IS ATTRIBUTABLE TO THE NAMED INSURED AND/OR AN ADDITIONAL INSURED.

2. SUCH INSURANCE SHALL BE PRIMARY, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.

3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEVERALLY AS TO EACH INSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY; THE INCLUSION OF ANY PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OR ORGANIZATION WOULD HAVE AS TO CLAIMANT IF NOT SO INCLUDED.

4. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE THEREOF.

MAIL POLICIES, ENDORSEMENTS, AND NOTICES TO:

DEPARTMENT OF WATER AND POWER
873 N. MAIN STREET, SUITE 227
BISHOP, CALIFORNIA 93514

ATTENTION: LAND SECTION

TRAVELERS DOC MGMT00054

NAMED INSURED: CAL GAS-WEST, INC.
DBA CAL GAS-MAMMOTH LAKES
IVEY SQUARE
P.O. BOX 966
MAMMOTH LAKES, CA 93546

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	EFFECTIVE DATE OF ENDORSEMENT	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	COMPANY
GENERAL AND AUTOMOBILE LIABILITY	5/1/86	05 AL 590844 SCA	5/1/86-5/1/87	$4,000,000 COMBINED SINGLE LIMIT	AETNA CASUALTY & SURETY

THE FOLLOWING INCLUSIONS, EXCLUSIONS, EXTENSIONS OR SPECIFIC PROVISIONS RELATE TO THE ABOVE COVERAGE IF OTHER THAN STANDARD.

THERE ARE NO DEDUCTIBLES OR SELF-INSURED RETENTIONS UNLESS OTHERWISE NOTED. ($3,000,000 DEDUCTIBLE (OR SELF-INSURED RETENTION) SEPARATELY FOR GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE).

AETNA CASUALTY & SURETY COMPANY
NAME OF INSURANCE COMPANY

151 FARMINGTON AVENUE
ADDRESS

HARTFORD, CONNECTICUT 06156
CITY, STATE, ZIP

I, _____, (PRINT NAME) HEREBY DECLARE UNDER PENALTY OF PERJURY, THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-NAMED INSURANCE COMPANY TO THIS ENDORSEMENT AND BY MY EXECUTION HEREOF, DO SO BIND SAID COMPANY.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(NO FACSIMILE SIGNATURE ACCEPTED)

EXECUTED AT SAN FRANCISCO, CALIFORNIA ON _____, 19____

TRAVELERS DOC MGMT00055

GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT
CITY OF LOS ANGELES

NAMED INSURED AND ADDRESS: DILLINGHAM CONSTRUCTION, N.A., INC.
P.O. BOX 1089
PLEASANTON, CA 94566

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED

BY PERMIT, EXCAVATION PERMIT OR CONTRACT

GOOD SAMARITAN HOSPITAL AUDITORIUM & EDUCATIONS CENTER

NOTHWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

1. THE CITY OF LOS ANGELES, ITS DEPARTMENTS, OFFICERS, AGENTS AND EMPLOYEES ARE INSUREDS THEREUNDER IN RELATION TO THOSE OPERATIONS, USES, OCCUPATIONS, ACTS, AND ACTIVITIES DESCRIBED GENERALLY ABOVE WITH REGARD TO OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

2. SUCH INSURANCE SHALL BE PRIMARY, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE CITY OF LOS ANGELES(INSURED).

3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY.

4. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, CHANGE IN COVERAGE, REDUCTION OF LIMITS OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY ATTORNEY OF THE CITY OF LOS ANGELES BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE THEREOF.

ADDRESS OF CANCELLATION NOTICE
AS FOLLOWS:

CITY ATTORNEY, CITY OF LOS ANGELES

ROOM 1800, CITY HALL EAST
200 NORTH MAIN STREET
LOS ANGELES, CA 90012

ISSUE ENDORSEMENT TO:

CITY OF LOS ANGELES

BOARD OF PUBLIC WORKS
ROOM 353, CITY HALL
200 NORTH SPRING STREET
LOS ANGELES, CA 90012

EXCEPT AS STATED ABOVE AND NOT IN CONFLICT WITH THIS ENDORSEMENT, NOTHING CONTAINED HEREIN SHALL BE HELD TO WAIVE, AFTER OR EXTEND ANY OF THE LIMITS, AGREEMENTS, OR EXCLUSIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(CONTINUED)

TRAVELERS DOC MGHT00056

THE FOLLOWING INCLUSIONS, EXCLUSIONS, EXTENSIONS OR SPECIFIC PROVISIONS RELATE TO THE ABOVE COVERAGE. AGGREGATE LIMITS AND SEPARATE DEDUCTIBLES, IF APPLICABLE, ARE TO BE NOTICED AFTER THE STATED COVERAGE. (ATTACH ADDITIONAL PAGES IF SPACE IS INSUFFICIENT.)

INCLUDES:

(X) PREMISES & OPERATIONS
(X) CONTRACTUAL LIABILITY
(X) INDEPENDENT CONTRACTORS
(X) PRODUCTS/COMPLETED OPERATIONS
(X) BROAD FORM PROPERTY DAMAGE
(X) PERSONAL INJURY
(X) BROAD FORM LIABILITY ENDORSEMENT
( ) FIRE LEGAL LIABILITY
( ) WATERCRAFT LIABILITY
( ) INCIDENTAL MEDICAL MALPRACTICE
(X) EXPLOSION HAZARD
(X) COLLAPSE HAZARD
(X) UNDERGROUND HAZARD
( ) GARAGEKEEPERS LEGAL LIABILITY (PRIMARY) $ _____
( ) OWNED AUTOMOBILES
( ) NONOWNED AUTOMOBILES
( ) HIRED AUTOMOBILES
( ) _____

EXCLUDES:

DEDUCTIBLE:

A DEDUCTIBLE OF $3,000,000 APPLIES TO ALL GENERAL LIABILITY COVERAGE.

DEDUCTIBLE APPLIES PER CLAIM ( ), PER OCCURRENCE (X).

THE AETNA CASUALTY & SURETY COMPANY
INSURANCE COMPANY

ADDRESS: 151 FARMINGTON AVENUE

HARTFORD, CT. 06156

I, _____, (TYPE OR PRINT NAME) HEREBY DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-NAMED INSURANCE COMPANY TO THIS ENDORSEMENT AND BY MY EXECUTION HEREOF, DO SO BIND SAID COMPANY.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(ORIGINAL SIGNATURE ONLY: NO FACSIMILE
SIGNATURE OR INITIALIZED SIGNATURE ACCEPTE

EXECUTED AT SAN FRANCISCO, CALIFORNIA ON _____, 19

PHONE NO.: (415) 947 - 6440

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

COMPREHENSIVE AUTOMOBILE LIABILITY

ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT INTALCO ALUMINUM CORPORATION, HOWMET CORPORATION, AND ALUMAX, INC. ARE INCLUDED AS ADDITIONAL INSUREDS UNDER THIS POLICY, BUT ONLY WITH RESPECT TO WORK AND/OR OPERATIONS ARISING OUT OF ANY WRITTEN AGREEMENT BETWEEN INTALCO ALUMINUM CORPORATION AND CALIFORNIA LIQUID GAS CORPORATIN, A SUBSIDIARY OF DILLINGHAM CORPORATION. IT IS FURTHER UNDERSTOOD AND AGREED THAT INTALCO ALUMINUM CORPORATION MAY HAVE OR MAY PROCURE, FOR ITS OWN ACCOUNT, NONCONTRIBUTING INSURANCE WITHOUT NOTICE TO THIS COMPANY AND WITHOUT PREJUDICE TO THIS INSURANCE; AND ANY SUCH INSURANCE PROCURED BY INTALCO ALUMINUM CORPORATION WILL NOT BE CALLED INTO CONTRIBUTION WITH THE INSURANCE AFFORDED BY THIS POLICY. THIS POLICY IS CONSIDERED PRIMARY INSURANCE AS TO INTALCO ALUMINUM CORPORATION WITH WORK AND/OR OPERATIONS OUT OF OR IN CONNECTION WITH THE AFOREMENTIONED AGREEMENTS.

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

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

Endorsement effective

Named Insured

Additional Premium $

Policy No.

Return Premium $

Endorsement No. 20

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

SPECIAL NO. 20

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

Countersigned by _____
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

COMPREHENSIVE AUTOMOBILE LIABILITY

ADDITIONAL INSUREDS

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT (84-473)

THE FOLLOWING ENDORSEMENTS ARE MADE A PART OF THE COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY POLICIES:

1. THE CITIES OF SAN JOSE AND SANTA CLARA AND THEIR RESPECTIVE, EMPLOYEES, OFFICERS, AGENTS, AND CONTRACTORS ARE HEREBY ADDED AS ADDITIONAL INSUREDS.

2. THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF SAN JOSE MAY POSSESS, INCLUDING ANY SELF-INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

3. THIS INSURANCE SHALL ACT FOR EACH INSURED, AND ADDITIONAL INSURED AS THOUGH A SEPERATE POLICY HAD BEEN WRITTEN FOR EACH. THIS, HOWEVER, WILL NOT ACT TO INCREASE THE LIMIT OF LIABILITY OF THE INSURING COMPANY.

(CONTINUED)

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

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

Endorsement effective	Policy No.		Endorsement No. 21	
Named Insured			PAGE 1 OF 2	
Additional Premium $	Return Premium $		BI	PD
		In Advance $	$	
		1st Anniv. $	$	
		2nd Anniv. $	$	

SPECIAL NO. 21

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

Countersigned by _____
Authorized Representative

4. THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CITY OF SAN JOSE IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

CITY OF SAN JOSE
RISK MANAGER - CITY HALL
801 NORTH FIRST STREET, ROOM 227
SAN JOSE, CA 95110

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

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

Endorsement effective | Policy No. | Endorsement No. 21

Named Insured

Additional Premium $ | Return Premium $

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

SPECIAL NO. 21

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

Countersigned by _____
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSURED

IT IS AGREED THAT THE WESTERN PACIFIC RAILROAD COMPANY IS AN ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF CAL GAS CORPORATION INVOLVING THE DELIVERY OF PROPANE TO VARIOUS SITES ALONG WESTERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY IN CALIFORNIA AND NEVADA, MORE SPECIFICALLY DESCRIBED IN CONTRACT C.L.D. NO. 20625 BETWEEN CAL GAS CORPORATION AND THE WESTERN PACIFIC RAILROAD COMPANY, BUT ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

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

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

Endorsement effective

Named Insured

Additional Premium $

Policy No.

Return Premium $

Endorsement No. 22

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

SPECIAL NO. 22

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

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSUREDS

IT IS AGREED THAT THE FOLLOWING ENTITIES ARE NAMED AS ADDITIONAL INSUREDS WITH RESPECT TO THE HYATT REGENCY WAIKOLOA PROJECT:

1. K.G. (HAWAII) CONSTRUCTION
2. H.R.W. LTD. PARTNERSHIP
3. LAND PAR/H. T. L. ASSOCIATES
4. WELLS FARGO REALTY ADVISORS FUNDING, INC.
5. TRANSCONTINENTAL DEVELOPMENT CO.
6. THE HYATT CORP.
7. HEMMETER DEVELOPMENT CO.
8. HEMMETER HAWAII CO.
9. THE FIRST HAWAIIAN BANK
10. H. GROUP HOLDINGS INC.

IT IS FURTHER AGREED THAT COVERAGE PROVIDED UNDER THIS POLICY IS PRIMARY TO ANY INSURANCE PROVIDED BY ANY OF THE "INSURED PARTIES" EVIDENCED ABOVE PER THE TERMS OF HAWAIIAN DREDGING & CONSTRUCTION COMPANY'S CONTRACT WITH K.G. (HAWAII) INC. AS RESPECTS THE HYATT REGENCY WAIKOLOA PROJECT.

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

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

Endorsement effective | Policy No. | Endorsement No. 23

Named Insured

Additional Premium $ | Return Premium $

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

SPECIAL NO. 23

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

Countersigned by _____
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT

IT IS AGREED THAT THE FOLLOWING ENTITY IS ADDED AS PART OF THE NAMED INSURED:

KAMAOLE SANDS, A REGISTERED HAWAIIAN
LIMITED PARTNERSHIP
2695 SOUTH KIHEI ROAD
KIHEI, HI 96753

AS RESPECTS THE ABOVE, THE FOLLOWING ENTITY IS ADDED AS ADDITIONAL INSURED:

SECURITY PACIFIC MORTGAGE, & REAL ESTATE
SERVICES, INC.
733 BISHOP STREET, SUITE 2300
HONOLULU, HI 96813

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

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

Endorsement effective	Policy No.		Endorsement No. 24	
Named Insured				
Additional Premium $	Return Premium $		BI	PD
		In Advance $	$	
SPECIAL NO. 24		1st Annv. $	$	
		2nd Annv. $	$	

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

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT

EXCAVATIONS, SEWERS, AND STREET SURFACE IMPROVEMENTS

ENGINEERING DEPARTMENT
CITY OF LONG BEACH

"WITHIN THE LIMITS SET FORTH IN THE DECLARATION TO INDEMNIFY AND SAVE HARMLESS THE CITY OF LONG BEACH, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER FOR DEATH, INJURY OR LOSS TO PERSONS OR DAMAGES TO PROPERTY WHICH THE CITY OF LONG BEACH, ITS OFFICERS, AGENTS OR EMPLOYEES MAY SUSTAIN OR INCUR, OR MAY BE IMPOSED UPON THEM, OR ANY OF THEM, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK PERFORMED PURSUANT TO ANY PERMIT ISSUED TO THE INSURED FOR STREET SURFACE IMPROVEMENTS, EXCAVATIONS, OR SEWERS, IN A PUBLIC STREET, UNDER THE PROVISIONS OF THE CITY'S MUNICIPAL CODE.

"THIS POLICY SHALL NOT BE CANCELLED UNTIL TEN DAYS' WRITTEN NOTICE OF CANCELLATION HAS BEEN SERVED ON THE CITY. THIS ENDORSEMENT SHALL CONTROL OVER ALL OTHER PROVISIONS OF THE POLICY OR ENDORSEMENTS THERETO INCONSISTENT THEREWITH."

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. 05 AL 590844 SCA.

ISSUED TO DILLINGHAM CONSTRUCTION N.A. INC.
POLICYHOLDER

OF P.O. BOX 1089, PLEASANTON, CALIFORNIA 94556
ADDRESS

BY AETNA CASUALTY AND SURETY INSURANCE COMPANY AND IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH POLICY NOT INCONSISTENT HEREWITH.

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

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

Endorsement effective	Policy No.		Endorsement No. 25	
Named Insured				
Additional Premium $	Return Premium $		BI	PD
		In Advance $	$	
		1st Anniv. $	$	
		2nd Anniv. $	$	

SPECIAL NO. 25

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

Countersigned by _____
(Authorized Representative)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—ALASKA ATTORNEY'S FEES

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

Endorsement effective	Policy No.
Named Insured	Countersigned by (Authorized Representative)

Additional Premium $_____

Attorney's Fees
for a Judgment of $_____

In any suit we defend in Alaska, WE WILL ALSO PAY is changed as follows:

A. We will pay attorney's fees awarded as costs up to an amount no greater than the amount allowed for the prevailing party's attorney's fees under Alaska Civil Rule 82 for a judgment equal to the policy's LIABILITY INSURANCE limit.

B. However, if a premium and a judgment amount are shown in this endorsement, we will pay, instead of the attorney's fees provided in paragraph A above, attorney's fees awarded as costs up to the amount allowed for the prevailing party's attorney's fees under Civil Rule 82 for the judgment shown in this endorsement.

ENDORSEMENT NO. 26

TRAVELERS DOC MGMT00065

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — CANCELLATION (ARKANSAS)

CANCELLING THIS POLICY DURING THE POLICY PERIOD is changed by adding the following:

A. If you cancel this policy, we will retain a premium of not less than $100, except that if the policy covers only hired autos, non-owned autos, or hired and non-owned autos, we will retain a premium of $50.

B. If this policy covers only snowmobiles or golfmobiles, and you cancel, we will retain $100 or the premium indicated on the declarations or schedule, whichever is greater.

C. If this policy covers an auto with a mounted amusement device, and you cancel, we will retain the premium indicated on the declarations for the amusement device, and not less than $100 for the auto to which it is attached.

TRAVELERS DOC MGMT00066

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—CALIFORNIA

For a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, California, the policy is changed as follows:

A. LIABILITY INSURANCE is changed as follows:

Any damages otherwise payable under LIABILITY INSURANCE to the owner or operator of an uninsured motor vehicle shall be reduced by all sums paid or payable to an **insured** under UNINSURED MOTORISTS INSURANCE—BODILY INJURY (CALIFORNIA) or UNINSURED MOTORISTS INSURANCE—PROPERTY DAMAGE (CALIFORNIA). This provision applies only if the claim of the **insured** and the claim of the owner or operator of the uninsured motor vehicle result from the same **accident.**

B. OTHER INSURANCE is changed by adding the following:

3. When two policies providing liability insurance apply to an **auto** and:
   a. One provides coverage to a named **insured** engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing **autos,** 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 an **auto** owned by the business described in a., then that person's liability insurance is primary and the policy issued to a business described in a. is excess over any insurance available to that person.
4. When two policies providing liability insurance apply to an **auto** and:
   a. One provides coverage to a named **insured** engaged in the business of repairing, servicing, parking or storing **autos,** and
   b. The other provides coverage to a person not engaged in that business, and
   c. At the time of an **accident** an **insured** under the policy described in a. is operating an **auto** owned by a person described in b., then the liability insurance policy issued to the business described in a. is primary and the policy issued to a person described in b. is excess over any insurance available to the business.

ENDORSEMENT NO. 28

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TRAVELERS DOC MGMT00067

LIFE & CASUALTY

CHANGES IN ICY — LOSS PAYMENT

PART V — PHYSICAL DAMAGE INSURANCE is changed by adding the following to section D. HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY:

4. If we elect to pay for loss to a covered auto in money, you may:

   (1) Have all the damages repaired. In that case, we will first appraise the damage and then pay for the reasonable cost of repair — less your deductible. Our payment will not exceed the actual cash value of the auto.

   (2) Take a cash settlement. In that case, we will inspect the auto and pay an amount equal to the decrease in value of your auto as a result of the loss — less your deductible. If you later have repairs made, within a reasonable period of time, we will pay any additional amount that was reasonably necessary to make the repairs. Again, the total amount we pay cannot exceed the actual cash value of the auto.

APPLIES IN THE STATE OF FLORIDA

ENDORSEMENT NO. 29

This endorsement forms a part of the policy to which it is attached.

CAT. 655783
PRINTED IN U.S.A.

(CC-5700-A) 9-84 (CT. FL)

TRAVELERS DOC MGMT00068

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — GEORGIA

For a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, Georgia, the policy is changed as follows:

A. CHANGES IN LIABILITY INSURANCE

1. LIABILITY INSURANCE is primary for an auto you don't own if operated by the **insured** and owned by a retail seller of motor vehicles.
2. If **you** are a retail seller of motor vehicles the insurance is excess for an **auto you** own if operated by an **insured** other than **you** or **your** employee.

B. CHANGES IN CONDITIONS

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

If we cancel the policy for a reason other than nonpayment of premium when it is in effect 60 days or more or is a renewal or continuation policy we will mail you:

1. At least 15 days notice if the policy insures a commercial or industrial concern.
2. At least 30 days notice in all other cases.

ENDORSEMENT NO. 30

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—NORTH CAROLINA

For a covered auto licensed or principally garaged in, or garage operations conducted in, North Carolina, the policy is changed as follows:

A. CHANGES IN LIABILITY INSURANCE

1. OUR LIMIT OF LIABILITY applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina 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 liability.
2. If the policy provides LIABILITY INSURANCE only for owned **autos**, a temporary substitute for one of these will also be considered a covered auto, subject to the following provisions:
   a. The owned **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.
   b. The temporary substitute must be owned by someone other than **you** or a member of your household.
   c. The temporary substitute must be used with the permission of the owner.
   d. The LIABILITY INSURANCE for the temporary substitute is excess over any other collectible insurance.
3. If **you** are an individual and the policy insures fewer than five **autos**, a **trailer** designed for use with an **auto** of the **private passenger type** will be considered a covered **auto** while being used by **you** or any **family member**.

B. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any of the following types of **autos** is a covered **auto** while operated by or in the custody of **you** or any **family member**:

1. A private passenger auto; or
2. A pick-up, panel truck or van not used in any business or occupation other than farming or ranching.

C. The GLASS BREAKAGE—HITTING A BIRD OR ANIMAL—FALLING OBJECTS OR MISSILES provision is replaced by the following:

We will pay for glass breakage, a **loss** caused by hitting a bird or animal, or **loss** caused by falling objects or missiles under Comprehensive Coverage if **you** carry Comprehensive Coverage for the damaged covered **auto**. However, **you** have the option of having glass breakage caused by a covered **auto's** collision or overturn and **loss** caused by hitting a bird or animal considered a **loss** under Collision Coverage.

D. CHANGES IN UNINSURED MOTORISTS INSURANCE

OUR LIMIT OF LIABILITY applies except that **we** will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:

1. $25,000 for **bodily injury** to any one person caused by any one **accident**,
2. $50,000 for **bodily injury** to two or more persons caused by any one **accident**, and
3. $10,000 for **property damage** caused by any one **accident**.

This provision will not change our total limit of liability.

E. CHANGES IN AUTO MEDICAL PAYMENTS INSURANCE

The exclusion relating to **bodily injury** to an **insured** while working in a business of selling, servicing, repairing or parking **autos** applies only if workers' compensation benefits are available.

F. CHANGES IN GARAGEKEEPERS INSURANCE

If the policy provides Garagekeepers Insurance, any deductible will apply only to the amount of **loss** and will not reduce **our** limit of liability.

G. CHANGES IN CONDITIONS

1. CANCELLING THIS POLICY DURING THE POLICY PERIOD is changed to read:

   CANCELLING THIS POLICY DURING THE POLICY PERIOD

   1. **You** may cancel the policy by returning it to **us** or by giving **us** advance notice of the date cancellation is to take effect.
   2. We may cancel any type or limit of coverage provided by the policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility by mailing **you** at least 10 days notice at **your** last address known to **us**.

TRAVELERS DOC MGMT00070

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3. We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing you at least 10 days notice at your last address known to us:

   a. Nonpayment of premium.

   b. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

   c. Our contract with the agent through whom this policy was written is terminated for reasons other than the quality of the agent's insureds.

   d. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

5. If this policy or any type or limit of coverage is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

6. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

2. CHANGES is changed to read:

CHANGES

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy 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.

3. If forming a part of the policy, the TWO OR MORE POLICIES Condition does not apply.

TRAVELERS DOC MGMT00071

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THIS ENDORSEMENT CHANGES THE POLICY; PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—DATE OF EXPIRATION—OKLAHOMA

The time of inception and the time of expiration of this policy shall be 12:01 A.M. standard time on the date stated in ITEM ONE of the Declarations, with the following exception. If coverage in this policy replaces another policy's coverage terminating Noon standard time on the inception date of this policy, the coverage in this policy becomes effective when the other policy's coverage has terminated.

ENDORSEMENT NO. 32

TRAVELERS DOC MGMT00072

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN BUSINESS AUTO AND GARAGE POLICIES — CANCELLATION (SOUTH DAKOTA)

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

If we cancel the policy we will mail you at least 20 days notice. We may deliver the notice instead of mailing it.

TRAVELERS DOC MGMT00073

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—WASHINGTON

A. CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail you at least 20 days' notice.

B. OUR RIGHT TO RECOVER FROM OTHERS is replaced by the following:

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:

1. transfer to us any rights of recovery against any other party for that payment.
2. do everything necessary to secure these rights and do nothing that would prejudice them.

We shall be entitled to a recovery only after the person has been fully compensated for damages by another party.

ENDORSEMENT NO. 34

TRAVELERS DOC MGMT00074

Aetna LIFE & CASUALTY

PERSONAL INJURY PROTECTION ENDORSEMENT (COLORADO)

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

Personal Injury Protection Coverage

The Company will pay, in accordance with the Colorado Auto Accident Reparations Act, personal injury protection benefits for:

(a) **medical expenses,**

(b) **rehabilitation expenses,**

(c) **work loss,**

(d) **essential services expenses,** and

(e) **death compensation**

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the use or operation of a **motor vehicle** as a **motor vehicle.**

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by the **named insured** or any **relative** as a result of the use or operation of any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**

(b) to **bodily injury** sustained by any **relative** as a result of the use or operation of any **motor vehicle,** owned by such **relative,** with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect;

(c) to **bodily injury** sustained by any person

1) caused by his own intentional act; or

2) while operating a **motor vehicle** as a converter without a good faith belief that he is legally entitled to operate or use such vehicle;

(d) to **bodily injury** sustained by any person, other than the **named insured** or any **relative,** if the accident occurs outside the State of Colorado;

(e) to **bodily injury** sustained by any person while the **insured motor vehicle** 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;

(f) to **bodily injury** sustained by any person arising out of the use or operation of a **motor vehicle** while located for use as a residence or premises;

(g) to **bodily injury** 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;

(h) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

(i) to **bodily injury** sustained by any person, other than the **named insured,** or any **relative,** 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.

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 35

Definitions

When used in reference to this coverage:

"**bodily injury**" means bodily injury, sickness or disease, including death resulting therefrom;

"**death compensation**" means compensation on account of the death of an "**eligible injured person,**" payable to his estate;

"**eligible injured person**" means

(a) the **named insured** or any relative who sustains **bodily injury** arising out of the use or operation of any **motor vehicle;**

(b) any other person who sustains **bodily injury** while

(1) **occupying** the **insured motor vehicle** with the consent of the **named insured,** or

(2) a **pedestrian** if the accident involves the **insured motor vehicle;**

"**essential service expenses**" means expenses reasonably incurred during his lifetime for essential services in lieu of those the **eligible injured person** would have performed without income, but for the **bodily injury;**

"**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 insurance of the policy applies and for which a specific premium is charged, and

(b) the **named insured** is required to maintain security under the Colorado Auto Accident Reparations Act;

"**medical expenses**" means all reasonable and necessary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance, and prosthetic services, and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within three years after the date of the accident;

"**motor vehicle**" 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;

"**named insured**" means the person or organization named in the declarations;

"**occupying**" means in or upon, entering into or alighting from;

"**pedestrian**" means any person not **occupying** a **motor vehicle** or machine operated by a motor or engine;

"**rehabilitation expenses**" means the reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 5 years after the date of the accident;

"**relative**" means the 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, whether or not temporarily residing elsewhere;

"**work loss**" means loss of income during his lifetime from work the **eligible injured person** would have performed but for the **bodily injury.**

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any **eligible injured person** in any one **motor vehicle** accident is limited as follows:

1. **medical expenses** shall not include **rehabilitation expenses** and the maximum amount payable therefor shall not exceed twenty-five thousand dollars ($25,000) less the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached;

2. **rehabilitation expenses** shall not include **medical expenses** and the maximum amount payable therefor shall not exceed twenty-five thousand dollars ($25,000);

3. the maximum amount payable for **work loss** is one hundred percent (100%) of the first one hundred twenty-five dollars ($125) of loss of gross income per week (or pro rata for such amounts for a lesser period) and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks (52) from such day;

4. the maximum amount payable for **essential service expenses** shall not exceed fifteen dollars ($15) per day and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks from such day;

5. the amount payable for **death compensation** is one thousand dollars ($1,000);

6. any amount payable by the Company under the terms of this coverage shall be reduced by any amount actually provided by any workmen's compensation law within the time period for payment of personal injury protection benefits.

Policy Period; Territory

This coverage applies only to accidents which occur on or after April 1, 1974 during the policy period and within the United States of America, its territories or possessions, or Canada.

Conditions

A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If an **eligible injured person**, or his legal representative shall institute legal action to recover damage 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 the Company by such **eligible injured person**, or his legal representative.

C. Medical Reports; Proof of Claim. As soon as practicable, the **eligible injured person** or someone on his behalf shall give to the Company 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 the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examination by physicians selected by the Company, when and as often as the Company may reasonably require.

D. Subrogation. In the event of any payment under this coverage, the Company is 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 must 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.

E. Reimbursement and Trust Agreement. In the event of any payment to any person under this coverage:

1. the Company 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 the Company 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 agent, his insurer or a court having jurisdiction in the matter;
2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

F. Non-Duplication of Benefits; Priority of Payments; Other Insurance. No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this and any similar insurance, including self insurance.

This coverage applies on a primary basis to **bodily injury** sustained by an **eligible injured person** if the accident arises out of the use or operation of the **insured motor vehicle**, provided that if the accident arises out of operation of the **insured motor vehicle** by a person who is neither the owner, nor an employee of the owner of such vehicle (except for an accident involving the operation of a **motor vehicle** regulated under the provisions of Articles 9, 10 or 11 of Chapter 115 C.R.S. 1963) any Personal Injury Protection coverage required by the Colorado Auto Accident Reparation Act and afforded by another policy under which the operator is a named insured or relative shall be primary and this coverage shall be excess.

In the event an **eligible injured person** has other similar insurance, including 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 provision of the insurance providing the highest dollar limit, and the Company 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 such other insurance, but this paragraph shall not apply to optional benefits purchased by such **eligible injured person** for additional premiums on a voluntary basis.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

(a) any amount payable under the Protection Against 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 **eligible injured person**;

(b) any Automobile Medical Payments Coverage or Automobile Medical Expense Coverage 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 **eligible injured person**.

SECTION III

Statutory Condition

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Colorado Auto Accident Reparations Act. It is agreed that if a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the Colorado Auto Accident Reparations Act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy and, at the option of the Company, the provisions of this endorsement shall be voidable or subject to amendment.

Aetna LIFE & CASUALTY

FLORIDA AU .MOBILE REPARATIONS REFORM A
(AMENDATOR' NDORSEMENT)

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:

SECTION I

PERSONAL INJURY PROTECTION

The Company will pay, in accordance with the Florida Automobile Reparations Reform Act, as amended, to or for the benefit of the injured person:

(a) 80% of medical expenses, and

(b) 60% of work loss, and

(c) replacement services expenses, and

(d) funeral, burial or cremation expenses,

incurred as a result of bodily injury, caused by an accident arising out of the ownership, maintenance or use of a motor vehicle and sustained by:

(1) the named insured or any relative while occupying a motor vehicle or, while a pedestrian, through being struck by a motor vehicle; or

(2) any other person while occupying the insured motor vehicle or, while a pedestrian, through being struck by the insured motor vehicle.

Exclusions

This insurance does not apply:

(a) to the named insured or any relative while occupying a motor vehicle of which the named insured is the owner and which is not an insured motor vehicle under this insurance;

(b) to any person while operating the insured motor vehicle without the express or implied consent of the named insured;

(c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:

(i) causing bodily injury to himself intentionally;

(ii) convicted of driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired; or

(iii) while committing a felony;

(d) to the named insured or relative for work loss if an entry in the schedule or declarations indicates such coverage does not apply;

(e) to any pedestrian, other than the named insured or any relative, not a legal resident of the State of Florida;

(f) to any person, other than the named insured, if such person is the owner of a motor vehicle with respect to which security is required under the Florida Automobile Reparations Reform Act, as amended;

(g) to any person, other than the named insured or any relative, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an insured motor vehicle under this insurance or from the owner's insurer;

(h) to any person who sustains bodily injury while occupying a motor vehicle located for use as a residence or premises.

(continued on reverse side)

This endorsement forms a part of the policy.

Limit of Liability; Application of Deductible; Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Automobile Reparations Reform Act, as amended, from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall be $10,000; provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed $1,000. Any amount payable under this insurance shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workmen's compensation laws of any state or the federal government or the Medicaid program.

If benefits have been received under the Florida Automobile Reparations Reform Act, as amended, from any insurer for the same items of loss and expense for which benefits are available under this policy, the Company shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from the Company its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the schedule of this endorsement or on the declarations shall be deducted from the total amount of all sums otherwise payable by the Company with respect to all loss and expense incurred by or on behalf of each person to whom the deductible applies and who sustains bodily injury as the result of any one accident, and if the total amount of such loss and expense exceeds such deductible, the total limit of benefits the Company is obligated to pay shall then be the difference between such deductible amount and the applicable limit of the Company's liability.

If an entry in the schedule or declarations so indicates, any amount payable under this insurance to the named insured or relative shall be reduced by any benefits payable (a) under the Federal Medicare Program, or (b) by the Federal Government to active or retired military personnel and their dependent relatives. If such benefits are not available at the time of loss the Company shall have the right to recompute and charge the appropriate premium.

Definitions

When used in reference to this Section:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom:
"medical expenses" means reasonable expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs;

"named insured" means the person or organization named in the declarations of the policy and, if an individual, shall include the spouse if a resident of the same household;

"motor vehicle" means any self-propelled vehicle which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle;

a "motor vehicle" does not include:

(a) a vehicle owned by the State of Florida, any political subdivision or municipality thereof, or the Federal Government;

(b) a self-propelled vehicle with less than four wheels; or

(c) a mobile home;

"occupying" means in or upon or entering into or alighting from;

"insured motor vehicle" means a motor vehicle:

(a) of which the named insured is the owner, and

(b) with respect to which security is required to be maintained under the Florida Automobile Reparations Reform Act, and

(c) (1) for which a premium is charged, or

(2) a trailer designed for use with a private passenger automobile, or if not used for business purposes, a trailer designed for use with a pickup truck, panel truck or van;

"relative" means a 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;

"pedestrian" means a person while not an occupant of any self-propelled vehicle;

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"owner" means a person or organiz- who holds the legal title to a motor vehicle, and also includes:

(a) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and

(b) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and

(c) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance;

"work loss" means with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person;

"replacement services expenses" means with respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household.

Policy Period; Territory

The insurance under this Section applies only to accidents which occur during the policy period

(a) in the State of Florida; and

(b) as respects the named insured or a relative, while occupying the insured motor vehicle outside the State of Florida but within the United States of America, its territories or possessions or Canada; and

(c) as respects the named insured, while occupying a motor vehicle of which a relative is the owner and for which security is maintained under the Florida Automobile Reparations Reform Act, as amended, outside the State of Florida but within the United States of America, its territories or possessions or Canada.

Conditions

1. **Notice.** In the event of an accident, written notice of the loss must be given to the Company or any of its authorized agents as soon as practicable.

   If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a third party, 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 the Company by such injured person or his legal representative.

2. **Action Against the Company.** No actions shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, nor until 30 days after the required notice of accident and reasonable proof of claim has been filed with the Company.

3. **Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.** As soon as practicable the person making claim shall give to the Company written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. Such person shall submit to mental or physical examinations at the Company's expense when and as often as the Company may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination the Company will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with (a) driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired, or (b) committing a felony, the Company shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. **Reimbursement and Subrogation.** Unless prohibited by the Florida Automobile Reparations Reform Act, as amended, and in the event of payment to or for the benefit of any injured person under this insurance:

   (a) the Company shall be reimbursed to the extent of such payment, exclusive of reasonable attorneys' fees and other reasonable expenses, out of 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 the Company shall have a lien on such proceeds to such extent;

   (b) the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

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(c) the Company providing per...al injury protection benefits on a private pa...nger motor vehicle, as defined in the Florida Automobile Reparations Reform Act, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the owner or insurer of the the owner of a commerical motor vehicle, as defined in the Florida Automobile Reparations Reform Act, if such injured person sustained the injury while occupying, or while a pedestrian through being struck by, such commercial motor vehicle.

5. **Special Provision for Rented or Leased Vehicles.** Notwithstanding any provision of this coverage to the contrary, if a person is injured while occupying, or through being struck by, a motor vehicle rented or leased under a rental or lease agreement which does not specify otherwise in bold type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary.

SECTION II

MODIFICATION OF POLICY COVERAGES

Any automobile medical payments insurance and any uninsured motorists insurance afforded by the policy shall be excess over any personal injury protection benefits paid or payable or which would be available but for the application of a deductible.

If automobile medical payments insurance is afforded by this policy, that insurance shall be applicable for medical expenses incurred within three years from the date of the accident.

Further, medical payments coverage must allow recovery of the 20% of medical expenses not reimbursed under the **SECTION I** Coverage.

SECTION III

PROVISIONAL PREMIUM

It is agreed that in the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisons of the Florida Automobile Reparations Reform Act, as amended, providing for the exemption of persons from tort liability, the premium stated in the declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the named insured pursuant to Section 12(2)(e) of the Florida Automobile Reparations Reform Act, as amended, with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the declarations, the named insured shall pay to the Company the excess as well as the amount of any return premium previously credited or refunded.

TRAVELERS DOC MGHT00082

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:

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits for:

(a) **medical expenses,**
(b) **work loss,**
(c) **essential services expenses,**
(d) **funeral expenses,** and
(e) **survivors' loss.**

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the operation, maintenance or use of a **motor vehicle** as a vehicle.

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by any person while **occupying a motor vehicle** which is owned by such person with respect to which the security required by the Georgia Motor Vehicle Accident Reparations Act is not in effect;

(b) to **bodily injury** sustained by any person while using the **insured motor vehicle** without the express or implied permission of the **named insured** or his spouse, if residing in the same household, or while voluntarily **occupying a motor vehicle** known by such person to be stolen;

(c) to **bodily injury** sustained by any person while **occupying** or while a **pedestrian** as a result of being struck by, any **motor vehicle,** other than the **insured motor vehicle,** with respect to which the security required under the Georgia Motor Vehicle Accident Reparations Act is in effect. This exclusion does not apply to **bodily injury** sustained by the **named insured** or **relative** if the accident involves the operation by the **named insured** or **relative** of a **motor vehicle** owned by anyone engaged in the business of selling **motor vehicles** at retail, provided that the **named insured** or **relative** is neither the owner nor an employee of the owner of that **motor vehicle;**

(d) if the **named insured** is a retail seller of **motor vehicles,** to **bodily injury** sustained by an **eligible injured person** other than the **named insured** or **relative** if:
   (i) the accident involves the operation of the **insured motor vehicle** by a person other than the **named insured** or an employee of the **named insured** and such person is a named insured or relative under another policy, and
   (ii) such **eligible injured person** is a named insured or relative under the operator's policy:

(e) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** sustained intentionally by the person injured or caused intentionally by the claimant;

(f) to **bodily injury** sustained by any **pedestrian,** other than the **named insured** or any **relative,** as a result of being struck by a **motor vehicle** outside the State of Georgia;

(g) to **bodily injury** sustained by any person if such injury arises from conduct within the course of business of repairing, servicing or otherwise maintaining vehicles unless such conduct involves the actual operation of a **motor vehicle** as a vehicle on the business premises or unless such conduct occurs off the business premises;

(h) to **bodily injury** sustained by any person if such injury arises from conduct in the course of loading or unloading any **motor vehicle** unless the conduct occurs while such person is **occupying** such **motor vehicle;**

(i) to **bodily injury** sustained by any person arising out of the maintenance or use of any **motor vehicle** when such **motor vehicle** is not used as a vehicle.

(j) to **bodily injury** sustained by any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any acts or condition incident to any of the foregoing;

(k) to **bodily injury** sustained by any person resulting from the explosion of any nuclear device.

Definitions

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"disability" means any period of time during the **eligible injured person's** lifetime in which he is unable to either

(a) perform substantially all the duties required by his usual occupation, or
(b) engage in his principal activity if such person is not employed on at least a full time basis,

provided the disability commences within twenty four (24) months from the date on which the **motor vehicle** accident occurs;

"eligible injured person" means

(a) the **named insured** or any **relative** who sustains **bodily injury** while **occupying,** or while a **pedestrian** as a result of being struck by, any **motor vehicle;**
(b) any other person who sustains **bodily injury** while **occupying,** or while a **pedestrian** as a result of being struck by, the **insured motor vehicle;**

This endorsement forms a part of the policy.

ENDORSEMENT NO. 37

TRAVELERS DOC MGMT00083

"essential services expenses" means expenses reasonably incurred during the period of the **eligible injured person's** disability for ordinary and necessary services from others, excluding members of the **eligible injured person's** household, in lieu of services that had he not been injured, he would have performed not for income, but for the benefit of his household;

"**funeral expenses**" means any reasonable and necessary expenses normally incurred by the survivors of a deceased, **eligible injured person** or by the estate of such person for funeral services, preparation for burial, and burial including but not limited to payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial;

"**insured motor vehicle**" means a **motor vehicle** with respect to which

(a) the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged, and

(b) the **named insured** maintains the security required under the provisions of the Georgia Motor Vehicle Accident Reparations Act;

"**medical expenses**" means all necessary expenses including necessary medicine, drugs, surgical, dental, x-ray and rehabilitative services, including prosthetic devices, and necessary ambulance, hospital, and nursing services, all as prescribed, authorized, approved or rendered by an attending physician, including any person licensed to practice a healing art and any remedial treatment and care rendered in accordance with a recognized religious healing method;

"**motor vehicle**" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of this State 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 drawn by or attached to such a vehicle;

"**named insured**" means the person or organization named in the declarations;

"**occupying**" means in or upon, or engaged in the immediate act of entering into or alighting from;

"**pedestrian**" means any person not **occupying a motor vehicle** or a motorcycle or any other motor driven vehicle designed primarily for operation upon the public streets, roads and highways, or not in or upon a vehicle operated on stationary rails or tracks, or aircraft;

"**relative**" means the 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**, whether or not temporarily residing elsewhere;

"**survivors' loss**" means compensation in the event of the death of an **eligible injured person**, survived by a spouse or dependent children, payable after such death as though the deceased were alive but totally disabled, such payment to be made to the spouse, if alive, otherwise to the children or the person having legal custody of such children, as though awarded as a year's support as provided by law, and the maximum amount payable shall be the amount of **work loss** and the amount of **essential services expenses**, that would have been payable to the deceased **eligible injured person**; such benefits shall be payable until exhausted, at least monthly;

"**work loss**" means 85% of the loss of income or earnings of the **eligible injured person** incurred during his **disability**.

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.

Limits of Liability

A. Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed Five Thousand ($5,000) Dollars in the aggregate, and subject to such aggregate:

1. the maximum amount payable for **medical expenses** shall not exceed $2,500;
2. the maximum amount payable for **work loss** shall not exceed $200 per week;
3. the maximum amount payable for **essential services expenses** shall not exceed $20 per day;
4. the maximum amount payable for **funeral expenses** shall not exceed $1,500.

B. If the **named insured** is an employer obligated to provide benefits under any workers' compensation law, any amount payable under this coverage for **medical expenses, work loss** or **survivors' loss** shall be reduced by the amount of benefits an **eligible injured person** is entitled to receive for the same elements of loss under such workers' compensation law.

The aggregate amount the **eligible injured person** is entitled to receive for loss of income or earnings under the Georgia Motor Vehicle Accident Reparations Act and any workers' compensation law shall not be less than an amount which is equal to the lesser of:

1. the **eligible injured person's** loss of income or earnings during disability; or
2. the sum of the amount the **eligible injured person** is entitled to receive as compensation for such loss under any workers' compensation law and the limits of **work loss** and **survivors' loss** under any applicable policy or motor vehicle liability insurance or approved plan of self-insurance.

In no event shall the maximum amount payable for **work loss** under this coverage exceed the limit specified in paragraph A above.

Conditions

A. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all terms of this coverage.

B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If an **eligible injured person**, his legal representative or his survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefore, 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 the Company by such **eligible injured person**, his legal representative or his survivors.

C. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company 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 the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examination by physicians selected by the Company when and as often as the Compa[illegible]ay reasonably require at the Company's exper[illegible]

D. **Subrogation.** Subject to any applicable limitations set forth in the Georgia Motor Vehicle Accident Reparations Act, in the event of any payment under this coverage, the Company is 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 to prejudice such rights.

E. **Non-Duplication of Benefits; Priority of Payments; Other Insurance.** No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this policy or any other policy of motor vehicle liability insurance or approved plan of self-insurance. In the event an **eligible injured person** has such duplicate coverage available and applicable to the accident, the maximum amount of recovery shall not exceed that amount which would have been payable under the provisions of this insurance policy or such other policy of motor vehicle liability insurance or approved plan of self-insurance providing the highest dollar amount, and the Company shall not be liable for a greater portion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other duplicate coverage.

F. **Conformance to Statute.** Notwithstanding any of the other terms and conditions of the policy, the coverage afforded shall be at least as extensive as the minimum coverage required by the Georgia Motor Vehicle Accident Reparations Act, and notwithstanding the terms and conditions of this policy all provisions of this policy shall conform to the laws of this State.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates any amount payable under Protection Against Uninsured Motorists Coverage or Automobile Medical Payments or Medical Expense Coverage 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 **eligible injured person.**

SECTION III

Constitutionality Clause. The premium for and the coverages of the policy have been established in reliance upon the provisions of the Georgia Motor Vehicle 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 act invalid or unenforceable in whole or in part, the Company 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 the option of the Company in accordance with such declaration or judgment.

Aetna
LIFE & CASUALTY

BASIC NO-FAULT ENDORSEMENT
STATE OF HAWAII

THIS ENDORSEMENT PROVIDES COVERAGE AS REQUIRED UNDER THE HAWAII NO-FAULT LAW.

The Company agrees with the named insured, subject to the provisions of the policy except as modified herein, as follows:

SECTION I

BASIC NO-FAULT COVERAGE

The Company will pay, in accordance with the Hawaii no-fault law, no-fault benefits on account of accidental harm sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance, or use of a motor vehicle as a vehicle.

NO-FAULT BENEFITS

No-fault benefits shall consist of and be defined as:

(A) **Medical Expenses** — All appropriate and reasonable expenses necessarily incurred for medical, hospital, surgical, professional nursing, dental, optometric, ambulance, prosthetic services, products and accommodations furnished, x-rays and includes any nonmedical remedial care and treatment rendered in accordance with the teachings, faith or belief of any group which depends for healing upon spiritual means through prayer.

(B) **Rehabilitation Expenses** — All appropriate and reasonable expenses necessarily incurred for psychiatric, physical and occupational therapy and rehabilitation.

(C) **Work Loss** — Loss of monthly earnings resulting from the inability of the eligible injured person to engage in available and appropriate gainful activity or a decrease in earning capacity because of accidental harm.

(D) **Substitute Service Expenses** — All appropriate and reasonable expenses necessarily incurred in obtaining services in substitution of those the eligible injured person would have performed not for income but for the benefit of himself or his family had he not sustained accidental harm.

(E) **Funeral Expenses** — All appropriate and reasonable expenses necessarily incurred for professional funeral services, including burial and cremation expenses.

(F) **Survivors' Loss** — No-fault benefits payable as a result of the death of the eligible injured person for the benefit of dependent survivors. Such benefits may be paid immediately in a lump sum payment at the option of the beneficiary.

(G) **Attorney's Fees and Costs** — A reasonable sum for attorney's fees based upon actual time expended which shall be treated separately from such claim and be paid directly by the Company to the attorney and costs of settlement or suit, necessary to effect payment of any or all no-fault benefits found due under this coverage, unless a court determines that the claim was fraudulent, excessive or frivolous.

(H) **Other Appropriate and Reasonable Expenses** necessarily incurred as a result of accidental harm.

This endorsement forms a part of the policy. ENDORSEMENT NO. 38

CAT. 631086
PRINTED IN U.S.A.

(18154-F) 9-83

TRAVELERS DOC MGMT00086

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or self-insurance applicable, claims made or insured motor vehicles to which this coverage applies, the Company's liability for all no-fault benefits to or on behalf of any one eligible injured person who sustains accidental harm in any one motor vehicle accident shall be $15,000 in the aggregate. Subject to such aggregate limit.

(A) The maximum amount payable for **work loss** shall not exceed the lesser of

(i) $800 per month, or

(ii) the monthly earnings for the period during which the accidental harm results in the inability of the eligible injured person to engage in available and appropriate gainful activity.

(B) The maximum amount payable for **substitute services expenses** shall not exceed $800 per month.

(C) The maximum amount payable for **funeral expenses** shall not exceed $1,500.

(D) The maximum amount payable for **survivors' loss** is $15,000 reduced by the amount of any other no-fault benefits paid or payable under this coverage.

(E) Any amount payable by the Company under the terms of this coverage shall be reduced by any amounts paid, payable or required to be provided on account of such accidental harm.

(i) to the extent that a person is entitled to receive benefits because of the accidental harm from workers' compensation laws, and if the person does not collect such benefits under the Workers' Compensation laws by reason of the contest of his right to so collect by the person or organization responsible for payment thereof, the injured person, if otherwise eligible, shall, nevertheless, be entitled to receive No-Fault benefits and upon payment thereof the No-Fault insurer shall be subrogated to the injured person's rights to collect such benefits; provided, however, that his Section shall be inapplicable to all No-Fault benefits payable to the surviving spouse and any surviving dependent as provided under the Hawaii No-Fault Law; and

(ii) under any applicable deductible set forth in this endorsement or the policy to which it is attached, but only with respect to accidental harm sustained by the named insured or by a relative, provided that if two or more of such persons sustain accidental harm 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 endorsement or the policy to which it is attached, and such amount shall be allocated equally among them.

DEFINITIONS

When used in reference to this coverage:

(A) **"Accidental harm"** means bodily injury, death, sickness, or disease caused by a motor vehicle accident to a person while in or upon or entering into or alighting from, or caused by a motor vehicle or object drawn or propelled by a motor vehicle.

(B) **"Criminal conduct"** means the commission of an offense punishable by imprisonment for more than one year; or the operation or use of a motor vehicle with the specific intent of causing injury or damage; or the operation or use of a motor vehicle as a converter without a good faith belief by the operator or user that he is legally entitled to operate or use such vehicle.

(C) **"Dependent survivors"** means

(i) the surviving spouse of the deceased eligible injured person until remarriage or death; and

(ii) any person who qualifies as a dependent for purposes of exemption under the Federal income tax law (Section 152 of the IRC of 1954) at the time of the eligible injured person's death.

(D) **"Eligible injured person"** means

(i) the named insured or any relative who sustains accidental harm arising out of the operation, maintenance or use of, or while a pedestrian (including a bicyclist) caused by, any motor vehicle; or

(ii) any other person who sustains accidental harm arising out of the operation, maintenance or use of, or while a pedestrian (including a bicyclist) caused by, the insured motor vehicle.

(E) **"Injury"** means accidental harm not resulting in death.

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(F) **"Insured motor vehicle"** means a motor vehicle with respect to which

(i) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and

(ii) the named insured is required to maintain security under the provisions of the Hawaii no-fault law.

(G) **"Monthly earnings"** means

(i) in the case of a regularly employed person, one-twelfth of the average annual compensation before State and Federal income taxes at the time of injury or death;

(ii) in the case of a person regularly self-employed, one-twelfth of the average annual earnings before State and Federal income taxes at the time of injury or death; or

(iii) in the case of an unemployed person or a person not regularly employed or self-employed, one-twelfth of the anticipated annual compensation before State and Federal income taxes of such person paid from the time such person would reasonably have been expected to be regularly employed.

(H) **"Motor vehicle"** means any vehicle of a type required to be registered under Chapter 286 of the Hawaii Revised Statutes including a vehicle with less than four wheels or a trailer.

(I) **"Motor vehicle accident"** means an accident arising out of the operation, maintenance, or use of a motor vehicle, including an object drawn or propelled by a motor vehicle.

(J) **"Named insured"** means the person or organization named in the declarations.

(K) **"Occupying"** means in or upon, entering into or alighting from.

(L) **"Operation, maintenance, or use"** when used with respect to a motor vehicle includes occupying, entering into and alighting from it but does not include conduct in the course of loading or unloading the vehicle unless the accidental harm occurs in the immediate proximity of the vehicle, and does not include conduct within the course of a business of repairing, servicing, or otherwise maintaining vehicles unless the conduct occurs outside the premises of such business.

(M) **"Owned by"** means a person who holds the legal title to a motor vehicle except that in the case of a motor vehicle which is the subject of a security agreement or lease with a term of not less than one year with the debtor or lessee having the right to possession, such term means the debtor or lessee. Whenever transfer of title to a motor vehicle occurs, the seller shall be considered the owner until delivery of the executed title to the buyer, from which time the buyer holding the equitable title shall be considered the owner.

(N) **"Person"** means not only individuals, but corporations, firms, associations and societies.

(O) **"Relative"** means a person residing in the same household with the named insured and who is the spouse of or otherwise related to the named insured by blood, marriage or adoption or a minor in the custody of the named insured or such related person, whether or not temporarily residing elsewhere, but does not include any such resident who is a named insured under any other contract providing the security required by the Hawaii no-fault law.

EXCLUSIONS

This coverage does not apply:

(A) To accidental harm sustained by the named insured or any relative while occupying a motor vehicle which is owned by the named insured and which is not an insured motor vehicle.

(B) To accidental harm sustained by any relative while occupying a motor vehicle which is owned by such relative and for which the security required by the Hawaii no-fault law is not in effect.

(C) To accidental harm sustained by any person while

(i) committing an act which would constitute criminal conduct or seeking to avoid lawful apprehension of arrest by a law enforcement officer;

(ii) while operating or using a motor vehicle with the specific intent of causing accidental harm or damage; or

(iii) while operating or using a motor vehicle as a converter without a good faith belief by such person that he is legally entitled to such operation or use.

TRAVELERS DOC MGMT000088

(D) To accidental harm susta by the named insured or any relative e occupying or while a pedestrian (including a bicyclist) caused by, any motor vehicle, other than the insured motor vehicle, for which the security under the Hawaii no-fault law is in effect.

(E) To accidental harm sustained by any person in the course of loading or unloading a motor vehicle, unless such accidental harm is sustained in the immediate proximity of such vehicle.

(F) To accidental harm sustained by any person arising from conduct within the course of a business of repairing, servicing, or otherwise maintaining vehicles unless such conduct occurs outside the business premises.

(G) To accidental harm sustained outside the State of Hawaii by any person, other than the named insured or any relative, arising out of the operation, maintenance, or use of any vehicle which is regularly used in the business of transporting persons or property and which is one of the five or more vehicles under common ownership.

(H) To accidental harm resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

POLICY PERIOD

This insurance applies only to accidents which occur on or after September 1, 1974 during the policy period.

CONDITIONS

(A) **Notice** — In the event of an accident, written notice identifying the eligible injured persons and including reasonable obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person to the Company or any of its agents as soon as practicable. If an eligible injured person, his legal representative or his survivor institutes legal action to recover for accidental harm against a third party, he shall forward to the Company as soon as practicable a copy of the complaint and summons or other process served in connection with such legal actin.

(B) **Action Against Company** — No action shall lie against the Company unless as a condition precedent thereto, there has been full compliance with all the terms of this coverage and in no event shall action be brought more than two years after

(i) the date of the motor vehicle accident upon which the claim is based,

(ii) the last payment of any no-fault benefits under this coverage, or

(iii) the entry of a final order in arbitration.

whichever is the last to occur.

(C) **Reimbursement and Trust Agreement** — In the event of any payment by the Company to any person under this coverage

(i) the Company shall be entitled to reimbursement, in an amount equal to the percentage of such payment as provided under and in compliance with the Hawaii No-Fault Law, from 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 accidental harm because of which such payment is made; and the Company shall have a lien upon said proceeds in an amount equal to the percentage of its payment as provided under and in compliance with the Hawaii No-Fault Law, notice of which may be given to the person or organization causing such accidental harm, his agent, his insurer or a court having jurisdiction in the matter;

(ii) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such accidental harm;

(iii) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and

(iv) such person shall execute and delivers to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person an the Company established by this provision.

(D) **Non-Duplication of Benefits; Priority of Payments; Other Insurance** — No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar motor vehicle insurance, including self-insurance. In the event an eligible injured person has other similar motor vehicle insurance, including 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

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dollar limit, and the Company 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 such other insurance.

In the event of an accident arising out of the operation, maintenance or use of a temporary substitute automobile, the insurance afforded by this endorsement with respect to the insured motor vehicle shall be primary, and any similar insurance available with respect to the temporary substitute automobile shall, as to such accident, be excess.

In the event of an accident arising out of the operation, maintenance or use by a registered repair shop or a licensed motor vehicle dealer of the insured motor vehicle of a customer who is the named insured under this endorsement in the course of repair or service, or to verify repairs or services thereto, the Basic No-Fault coverage applicable with respect to such repair shop or dealer shall be primary, and the insurance afforded by this endorsement with respect to such insured motor vehicle shall, as to such accident, be excess.

(E) **Arbitration** — In the event any person making a claim for no-fault benefits and the Company do not agree regarding any matter relating to the claim, such person or the Company shall have the option of submitting such disagreement to arbitration pursuant to procedures as prescribed by the Hawaii no-fault law.

(F) **Proof of Claim; Medical and Earnings Reports** — As soon as practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon written request by the Company, the eligible injured person or someone in his behalf shall

(i) provide authorization to enable the Company to obtain medical records and/or earnings reports; and

(ii) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company when, and as often as, the Company may reasonably require.

(G) **Cancellation** — This policy may not be canceled or refused renewal by the Company except when

(i) the license of the principal operator to operate the type of motor vehicle insured is under suspension or revocation, or

(ii) premium payments are not made after reasonable demand therefor.

The Company may refuse to renew optional additional coverages in excess of required Basic No-Fault Coverage where the named insured is:

(i) an assigned risk driver; or

(ii) has been convicted within 36 months immediately preceding of one or more serious motor vehicle violations enumerated in HRS, Section 294-22(b)(1)(B).

In any event of cancellation or refusal to renew the Company shall continue all no-fault and optional additional coverages in force, to the date of expiration, or for thirty days following notice, whichever date occurs first. Within fifteen days of a cancellation, the Company shall refund the pro rata unearned portion, if any, of any prepaid premiums.

Written notice shall be given to the named insured not less than thirty days prior to the effective date of such cancellation or refusal to renew. Such cancellation or refusal to renew shall not be deemed valid unless supported by a certificate of mailing properly validated by the United States Post Office.

(H) **Rights of Subrogation** — To the extent provided for by law and/or regulation in the event of any no-fault payments, the Company is subrogated to the extent of such payments to the rights of the person to whom, and for whose benefit such payments were made. Such person shall do nothing to prejudice such rights.

(I) **Fraudulent or Frivolous Claims** — The Company may be allowed an award of a reasonable sum as attorney's fee, based upon actual time expended, and all reasonable costs of suit for its defense against a person making claim against the Company where such claim is determined by the court to be fraudulent or frivolous, and such attorney's fee and all such reasonable costs of suit so awarded may be treated as an offset against any benefits due to or become due to such person. Such award shall be made at the discretion of a court of competent jurisdiction.

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SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

(A) Any amount payable under the Protection Against Uninsured Motorists Coverage shall be excess to the amount of any no-fault benefits paid or payable to an eligible injured person whose claim for such benefits meets the requirements of HRS Section 294-6 (a) (1), (2) or (3).

(B) Any Automobile Medical Payments or Automobile Medical Expense Coverage afforded under this policy shall be excess over any no-fault benefits paid or payable under this or other automobile insurance policy because of accidental harm sustained by an eligible injured person.

SECTION III

It is agreed that the limit of bodily injury liability and uninsured motorists coverage stated in the declarations as applicable to 'each person' is the limit of the Company's liability for all damages, including damages for care and loss of services arising out of bodily injury sustained by one person as the result of any one occurrence or accident. Any limit stated in the declarations, or any part of the limit of liability provision, applicable to the bodily injury liability and uninsured motorist coverage under this policy, that applies to each occurrence or each accident is, subject to the above provision respecting each person, deleted.

SECTION IV

CONSTITUTIONALITY PROVISION

In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of the Hawaii no-fault law providing for abolition of tort liability invalid or unenforceable, the Company is subrogated to all rights of the person to whom or for whose benefit any no-fault benefits have been paid under this policy to the full 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.

TRAVELERS DOC MGMT00091

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:

SECTION I

OREGON PERSONAL INJURY PROTECTION

The Company will pay Oregon Personal Injury Protection benefits for:

(a) **medical and hospital expenses,**

(b) **income continuation expenses,**

(c) **loss of services expenses and**

(d) **funeral expenses**

incurred with respect to **bodily injury** sustained by an **injured person** and caused by an accident arising out of the ownership, maintenance or use of a **motor vehicle** as a **motor vehicle.**

Exclusions

This insurance does not apply:

(a) to **bodily injury** sustained by any person who:

(1) intentionally causes self-injury; or

(2) is participating in any prearranged or organized racing or speed contest or practice or preparation for any such contest;

(b) to **income continuation expenses** and **loss of services expenses** with respect to **bodily injury** sustained by any **pedestrian**, other than the **named insured** or any **relative**, in an accident which occurs outside the State of Oregon;

(c) to **bodily injury** 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;

(d) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

(e) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** any **motor vehicle**, including a **motorcycle** or **moped**, owned by the **named insured** and not insured for Oregon Personal Injury Protection benefits;

(f) to **bodily injury** sustained by a **relative** while **occupying** any **motor vehicle**, including a **motorcycle** or **moped**, owned by such **relative** and not insured for Oregon Personal Injury Protection benefits;.

(g) to **bodily injury** sustained by the **named insured** or any **relative** while operating or riding upon a **motorcycle** or **moped** not owned by the **named insured** or any **relative;**

(h) to **bodily injury** sustained by the **named insured** or any **relative** while operating or **occupying** any **motor vehicle** not included in Exclusions (e), (f) and (g) above and which is not a **private passenger motor vehicle.**

Definitions

When used in reference to this insurance:

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

This endorsement forms a part of the policy, effective on November 1, 1981 or on the inception date of the policy, whichever date is later.

"**funeral expenses**" means reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident;

"**income continuation expenses**" means 70% of the **injured person's** loss of income from work during a period of disability caused by **bodily injury** sustained by such person in the accident; provided that,

(1) such person was usually engaged in a remunerative occupation at the time of the accident,

(2) the period of such disability continues for at least 14 consecutive days, and

(3) income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation;

"**injured person**" means

(a) the **named insured** or any **relative** who sustains **bodily injury** while **occupying**, or while a **pedestrian** through being struck by, a **motor vehicle**;

(b) any other person, who sustains **bodily injury** while **occupying** or using the **insured motor vehicle**, with the permission of the **named insured**, or while a **pedestrian**, through being struck by the **insured motor vehicle**;

"**insured motor vehicle**" means a **private passenger motor vehicle** of which the **named insured** is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"**loss of services expenses**" means expenses reasonably incurred during a period of disability caused by **bodily injury** sustained by an **injured person** in the accident for essential services in lieu of those such person would have performed without income; provided that,

(1) such person was not usually engaged in a remunerative occupation at the time of the accident,

(2) the period of such disability continues for at least 14 consecutive days, and

(3) loss of services expenses shall include only expenses for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services;

"**medical and hospital expenses**" means all reasonable and necessary expenses incurred within one year from the date of the accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"**motorcycle**" and "**moped**" have the meanings given these terms in ORS 481.004;

"**named insured**" means the person named in Item 1 of the declarations of the policy;

"**occupying**" means in or upon or entering into or alighting from;

"**pedestrian**" means any person not **occupying** a self-propelled vehicle;

"**private passenger motor vehicle**" means a four-wheel passenger or station wagon type **motor vehicle** not used as a public or livery conveyance and includes any other four-wheel **motor vehicle** of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck;

"**relative**" means a spouse and 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**.

Limits of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this insurance applies, the Company's liability for Oregon Personal Injury Protection benefits with respect to **bodily injury** sustained by any one **injured person** in any one **motor vehicle** accident is limited as follows:

1. The total amount payable shall not exceed the sum of:

   (a) $5,000 in the aggregate for **medical and hospital expenses**; provided that, with respect to each **injured person** to whom a deductible amount applies as shown in the declarations or a schedule of the policy, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such expenses;

   (b) $750 per month for **income continuation expenses** for a maximum period in the aggregate of 52 weeks;

   (c) $18 per day for **loss of services expenses** for a maximum period in the aggregate of 52 weeks; and

   (d) $1,000 for **funeral expenses**.

2. Any amount payable under the terms of this insurance shall be reduced by the amount paid or payable to or on behalf of an **injured person** under any workmen's compensation or any other similar medical or disability benefits law (excluding Medicare).

3. Any payments made by the Comp under this insurance to a **named insured** relative shall be applied in reduction of the amount of damages which, because of **bodily injury** sustained in the same accident, the **injured person** may be entitled to recover from the Company for protection against uninsured motorists insurance.

Policy Period; Territory

This insurance applies only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

Conditions

This insurance is subject to the following additional Conditions:

1. **Notice.**

   (a) In the event of an accident, written notice containing particulars sufficient to identify the **injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **injured person** to the Company or any of its authorized agents as soon as practicable. If any **injured person** or his legal representative 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 the Company by such **injured person** or his legal representative.

   (b) Any **injured person** who has received benefits and who makes a claim or institutes legal action against any person or organization legally responsible for the **bodily injury** shall give notice of such claim or action to the Company by personal service or by registered or certified mail.

2. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.

3. **Medical Reports; Proof of Claim.** As soon as practicable the **injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **injured person** shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

   The **injured person**, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the **injured person**, as a condition for receiving **income continuation expenses**, cooperate in furnishing the Company reasonable medical proof of his inability to work.

4. **Reimbursement and Trust Agreement.** In the event of payment to any person of any benefits under this endorsement:

   (a) The Company shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.

   (b) The Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the **injured person** against any person or organization legally responsible for the accident, to the extent benefits were paid, less the Company's share of expenses, costs and attorney fees incurred by the **injured person** in connection with such recovery;

   (c) The **injured person** shall hold in trust for the benefit of the Company all his rights of recovery to the extent of benefits furnished.

   (d) The **injured person** shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

   (e) If requested in writing by the Company, the **injured person** shall take, through any representative, not in conflict in interest with him designated by the Company, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the **injured person** but only to the extent of benefits furnished by the Company. In the event of recovery the Company shall also be reimbursed out of such recovery for the **injured person's** share of expenses, costs and attorney's fees incurred by the Company in connection with the recovery.

   (f) The **injured person** shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of the **injured person** and the Company as established by this provision.

5. **Arbitration.** If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person

or the Company, such third arbit shall be selected by a judge of a court of rd in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

6. Other Insurance

The insurance afforded under this endorsement shall be excess for:

(a) **bodily injury** sustained by any **pedestrian**, other than the **named insured** or any **relative**, to the extent that amounts are paid or payable to or on behalf of such **pedestrian** under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits other than Medicare, gratuitous benefits or Oregon Personal Injury Protection benefits.

(b) **bodily injury** sustained by the named insured or any **relative** while **occupying** any **motor vehicle**, other than the **insured motor vehicle**, with respect to which Oregon Personal Injury Protection benefits are in effect.

SECTION II

It is further agreed that any Automobile Medical Payments or Automobile Medical Expense afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **injured person**.

241b. PERSONAL INJURY PROTECTION ENDORSEMENT

(Basic Automobile Liability Insurance,
Comprehensive Automobile Liability Insurance, Garage Insurance)

This endorsement forms a part of Policy No. _____ issued to _____

by the _____ at its Agency
(Name of Insurance Company)

located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

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

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

SCHEDULE

Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	$ 5,000 each person	$ INCL

Description of Insured Motor Vehicles
(Check appropriate block)

- ☐ Any automobile owned by the named insured.
- ☐ Any private passenger automobile owned by the named insured.
- ☐ Any motor vehicle to which are attached dealer's license plates issued to the named insured.
- ☐ 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 the named insured as a replacement therefor.
- ☑ ANY AUTO

In consideration of the premium for this endorsement, the Company agrees with the named insured, subject to all of the provisions of this endorsement and all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

INSURING AGREEMENT

In accordance with the provision of Article 5.06-3 of the Insurance Code of Texas and all Acts amendatory or supplementary thereto, the Company will pay:

(1) the named insured or any member of the insured's household who sustains bodily injury, caused by accident, in a motor vehicle accident, and

(2) any other person who sustains bodily injury, caused by accident,

(a) while occupying the insured motor vehicle, or

(b) while using such vehicle with the permission of the named insured, or the spouse of the insured if a resident of the same household,

for losses incurred by such injured person within three years of the date of such accident for:

(1) all reasonable and necessary medical expenses incurred for services furnished, and

(2) (a) if the person sustaining such bodily injury is an income or wage producer at the time of such accident, benefits for loss of income sustained by such person, while living, as a direct and proximate result of such accident, and

(b) if the person sustaining such bodily injury is not an income or wage producer at the time of such accident, benefits in reimbursement for necessary and reasonable expenses incurred for essential services ordinarily performed by such injured person for the care and maintenance of the family or family household,

during the period of such injured person's disability.

EXCLUSIONS

This insurance does not apply:

(a) to any person who:

(1) intentionally causes the accident resulting in the bodily injury of such person, or

(2) sustains bodily injury while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;

(b) to the named insured or any member of the insured's household who sustains bodily injury while occupying or through being struck by a motor vehicle owned by such named insured or any member of the insured's household which is not an insured motor vehicle.

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

By _____
(Duly Authorized Representative)

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under the bodily injury provisions of the uninsured/underinsured motorists coverage of this policy, such insured and the Company shall be entitled to an offset, credit or deduction against any award made to such guest or passenger in an amount of money equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and uninsured/underinsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

(a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;

(b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

CONDITIONS

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancelation" and "Declarations" and any endorsement which specifically refers to "Personal Injury Protection."

2. **Premium.** If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.

3. **Proof of Claim and Medical Reports.** As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

4. **Other Insurance.** If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.

5. **Payment of Loss.** Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:

(a) accrued medical expenses and benefits for loss of income are payable every two weeks;

(b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.

6. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.

7. **Policy Period, Territory.** This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attach[illegible], in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported bet[illegible] ports thereof.

LIFE & CASUALTY

PERSONAL INJURY PROTECTION ENDORSEMENT — UTAH

EO26c

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits to or on behalf of each **eligible injured person** for:

(a) **medical expenses**,

(b) **work loss**,

(c) **funeral expenses**, and

(d) **survivor loss**

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a **motor vehicle** as a **motor vehicle**;

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by any person while **occupying a motor vehicle** which is owned by the **named insured** and which is not an **insured motor vehicle**;

(b) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying a motor vehicle** which is owned by a **relative** and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect;

(c) to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **insured** or while not in lawful possession of the **insured motor vehicle**;

(d) to **bodily injury** sustained by any person injured while **occupying** or, while a **pedestrian** through the use of any **motor vehicle**, other than the **insured motor vehicle**, for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;

(e) to **bodily injury** sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:

(1) causing injury to himself intentionally, or

(2) while committing a felony;

(f) to **bodily injury** sustained by any person arising out of the use of any **motor vehicle** while located for use as a residence or premises;

(g) to **bodily injury** 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;

(h) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material

(i) to **bodily injury** to any person who is entitled to payments or benefits under the provisions of Utah's Workmen's Compensation Law.

This endorsement forms a part of the policy.

Definitions

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"eligible injured person" means

(a) the **named insured** or any **relative** who sustains **bodily injury** caused by an accident involving the use of any **motor vehicle**;

(b) any other person who sustains **bodily injury** caused by an accident while

(1) occupying the **insured motor vehicle** with the consent of the **insured**, or

(2) occupying any other **motor vehicle**, other than a public or livery conveyance, operated by the **named insured** or a **relative**, or

(3) a **pedestrian** if the accident involves the use of the **insured motor vehicle**;

"funeral expenses" means funeral, burial or cremation expenses incurred;

"insured" means the **named insured**, the spouse or other **relative** of the **named insured** who resides in the same household as the **named insured**, including those who usually make their home in the same household but temporarily live elsewhere, or any person using the described **motor vehicle** with the permission, either expressed or implied, of the owner.

"insured motor vehicle" means a **motor vehicle** with respect to which

(a) the bodily injury liability insurance of the 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 Utah Automobile No-Fault Insurance Act;

"medical expenses" means the reasonable expenses incurred by necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

"motor vehicle" means any vehicle of a kind required to be registered with the Division of Motor Vehicles of the Utah State Tax Commission under Title 41-1-19, Utah Code Annotated 1953 but excluding motorcycles;

"named insured" means the person or organization named in the declarations;

"occupying" means being in or upon a **motor vehicle** as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a **motor vehicle**;

"pedestrian" means any person not **occupying** or riding upon a **motor vehicle**, other than any person **occupying** or riding upon a motorcycle.

"relative" 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 home in the same household but temporarily lives elsewhere;

"survivor loss" means compensation on account of the death of the **eligible injured person**;

"work loss" means (a) loss of income and loss of earning capacity by the **eligible injured person** during his lifetime, from inability to work during a period commencing three days after the date of the **bodily injury** and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such **eligible injured person's** inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the **bodily injury**, this three day elimination period shall not be applicable; and (b) a special damages allowance not exceeding $12 per day for services actually rendered or for expenses reasonably incurred for services that, but for the **bodily injury**, the **eligible injured person** would have performed for his household commencing three days after the date of the **bodily injury** and continuing for a maximum of 365 consecutive days thereafter, provided that if such **eligible injured person's** inability to perform such services shall continue for in excess of 14 consecutive days after the date of the **bodily injury**, this three day elimination period shall not be applicable.

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.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident, is limited as follows:

1. the maximum amount payable for **medical expenses** shall not exceed $2,000;

2. the maximum amount payable for **work loss** is

   (a) eighty five per cent of any loss of gross income and earning capacity, not to exceed the total of $150 per week;

   (b) $12 per day for inability to perform services for his household;

3. the maximum amount payable for **funeral expenses** shall not exceed $1,000;

4. the amount payable for **survivor loss** is $2,000 and is payable only to natural persons who are the **eligible injured person's** heirs;

5. any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such **bodily injury**

   (a) under any workmen's compensation plan or any similar statutory plan other than Utah's Workmen's Compensation plan.

   (b) by the United States or any of its agencies because of his or her being on active duty in the military services.

   (c) under any applicable deductible set forth in this endorsement or in the policy to which it is attached

Conditions

A. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or his 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 the Company by such **eligible injured person**, his legal representative, or his survivors.

C. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

D. **Subrogation.** In the event of any payment under this coverage, the Company is 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 must 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.

E. **Reimbursement and Trust Agreement.** In the event of any payment to any person under this coverage:

   1. the Company 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 the Company 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 agent, his insurer or a court having jurisdiction in the matter;

   2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;

   3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

   4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

F. **Non-Duplication of Benefits; Other Insurance.** No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

   In the event that an **eligible injured person** who is a **named insured**, a **relative**, or who is injured in an accident involving the use of an **insured motor vehicle**, has other similar 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 the Company 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 limits of liability of this coverage and such other insurance.

   In the event that an **eligible injured person**, other than a **named insured**, **relative**, or a person who is injured in an accident involving the use of an **insured motor vehicle**, has other similar insurance available and applicable to the accident, the coverage provided under this endorsement shall be excess over such other insurance.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

(a) any amount payable under the Protection Against 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 **eligible injured person**;

(b) any Automobile Medical Payments Coverage 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 **eligible injured person**.

SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgement the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company 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 the option of the Company.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

AUTOMOBILE LIABILITY INSURANCE

AMENDMENT TO UNINSURED MOTORIST COVERAGE

WE AGREE THAT THE UNINSURED MOTORIST COVERAGE APPLIES ONLY IN THOSE STATES WHERE UNINSURED MOTORIST COVERAGE IS MANDATORY AND CANNOT BE REJECTED BY THE NAMED INSURED, AND THEN ONLY FOR THE STATUTORY MINIMUM LIMITS OF LIABILITY.

SUBJECT TO THE ABOVE PARAGRAPH, IT IS FURTHER AGREED THAT FOR THE BELOW LISTED STATES, THE UNINSURED MOTORISTS LIMITS OF LIABILITY WILL AUTOMATICALLY BE AMENDED TO SATISFY STATUTORY CHANGES WITH RESPECT TO THE STATUTORY MINIMUM LIMIT OF LIABILITY FOR UNINSURED MOTORIST COVERAGE DURING THE POLICY PERIOD.

STATE	PRESENT STATUTORY MINIMUM LIMIT OF LIABILITY PER ACCIDENT
ARIZONA	30,000 BI
ILLINOIS	30,000 BI
MISSOURI	50,000 BI
OREGON	50,000 BI
SOUTH DAKOTA	300,000 BI

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

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

Endorsement effective | Policy No. | Endorsement No. 42

Named Insured

Additional Premium $ | Return Premium $

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

SPECIAL NO. 42

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

Countersigned by _____
(Authorized Representative)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE (ARIZONA)

A. **WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED 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. **"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 specified in Section 28-1102 of the Arizona Uniform Motor Vehicle Safety Responsibility Act.
   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. 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.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. **WE WILL PAY**

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.** 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.**

C. **WE WILL NOT COVER—EXCLUSIONS**

This insurance does not apply to:

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.
3. **Bodily injury** sustained **you** or any **family member** while **occupying** or struck by any vehicle owned by **you** or any **family member** which is not a covered **auto.**
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. **WHO IS INSURED**

1. **You** or any **family member.**
2. 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.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured.**

E. **OUR LIMIT OF LIABILITY**

1. Regardless of the number of covered **autos, insureds,** 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 declarations.
2. Any amount payable under this insurance shall be reduced by:
   a. All sums paid or payable under any work-

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ers' compensation, disability benefits or similar law, and

b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT 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. OUR RIGHT TO RECOVER FROM OTHERS 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.

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, either party may make a written demand for arbitration. In this event, each party will select and 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE (ILLINOIS)

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE (ILLINOIS):

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
   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. 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.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

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.** 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.**

C. WE WILL NOT COVER—EXCLUSIONS

This insurance does not apply to:

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.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

1. **You** or any **family member.**
2. 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.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured.**

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered autos, **insureds,** 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 declarations.

   We will apply the limit shown in the declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:
   a. $15,000 for **bodily injury** to any one person caused by any one **accident,** and
   b. $30,000 for **bodily injury** to two or more persons caused by any one **accident.**

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This provision will not change our total limit of liability.

2. Any amount payable under this 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 the policy's LIABILITY INSURANCE.

3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.

F. **CHANGES IN CONDITIONS**

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT 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. OUR RIGHT TO RECOVER FROM OTHERS does not apply.

4. The following Conditions are added:

   REIMBURSEMENT

   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.

   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, then the disagreement will be settled in accordance with the rules of the American Arbitration Association. However, if the **insured** requests, **we** and the **insured** will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the **insured's** request, either party may request that arbitration be submitted to the American Arbitration Association. **We** will bear all the expenses of the arbitration except when the **insured's** recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the **insured** will be responsible for payment of his or her expenses and an equal share of the expenses of the the third arbitrator up to the amount by which the **insured's** recovery exceeds the statutory minimum.

   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. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding.

TRAVELERS DOC MGMT00106

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN UNINSURED MOTORISTS INSURANCE (MISSOURI)

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Uninsured motor vehicle" also includes a hit-and-run vehicle which causes **bodily injury** to an **insured** without hitting the **insured**, a covered **auto** or a vehicle the **insured** is **occupying**. If there is no physical contact with the hit-and-run vehicle the facts of the **accident** must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

B. OUR LIMIT OF LIABILITY is replaced by the following:

1. Regardless of the number of **insureds**, 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 Declarations.

   However, if **bodily injury** to which this coverage applies is sustained by any person other than **you** or any **family member**, the Limit of Liability shown in the Declarations for this coverage is also the most **we** will pay regardless of the number of covered **autos**.

2. Any amount payable under this insurance shall be reduced by:

   a. All sums paid or payable under any disability benefits or similar law, and

   b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.

C. ARBITRATION is replaced by the following:

The **insured** shall not be required to arbitrate disputed claims.

ENDORSEMENT NO. 45

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TRAVELERS DOC MGMT00107

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN UNINSURED MOTORISTS INSURANCE

APPLIES IN THE STATE OF OREGON

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Uninsured motor vehicle" also includes a hit-and-run vehicle which causes bodily injury to an insured without hitting the insured, a covered auto or a vehicle the insured is occupying. However, the facts of the accident must be corroborated by competent evidence other than the testimony of a person making a claim under this or any similar insurance.

B. WHO IS INSURED is changed to read as follows:

1. You or any family member.
2. 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.
3. Anyone else occupying an auto you are operating.
4. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

C. ARBITRATION is changed as follows:

We will pay all arbitration costs to an insured in excess of $100. Arbitration costs to an insured shall not include attorneys' fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

ENDORSEMENT NO. 46

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TRAVELERS DOC MGMT00108

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE
(SOUTH DAKOTA)

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

Endorsement effective	Policy No.
Named Insured	Countersigned by (Authorized Representative)

Limit for underinsured motor vehicles		
Bodily Injury	$ 300,000	Each Accident

The definition of **"uninsured motor vehicle"** in this endorsement applies in its entirety unless an "X" is entered below:

☐ If an "X" is entered in this box paragraph b. of the definition of **"uninsured motor vehicle"** does not apply.

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED 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. **"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
   b. Which 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 limit of this insurance, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which 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.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

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.** 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.**

TRAVELERS DOC MGMT00109

C. WE WILL NOT COVER—EXCLU S

This insurance does not apply to:

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.
3. Bodily injury sustained by **you** or any **family member** while **occupying** or struck by any vehicle owned by **you** or any **family member** which is not a covered **auto.**
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

1. **You** or any **family member.**
2. 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.
3. Anyone for damages, he is entitled to recover because of **bodily injury** sustained by another **insured.**

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered **autos, insureds,** 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 INSURANCE determined as follows:
   a. If no limit entry is made in this endorsement, the limit of UNINSURED MOTORISTS INSURANCE will be the limit shown in the declarations.
   b. If a limit entry is made in this endorsement, it will only apply to underinsured motor vehicles as defined in paragraph b. of the definition of **"uninsured motor vehicle"** and the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations will apply to paragraphs a., c. and d. of that definition.
2. Any amount payable under this 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 u . the policy's LIABILITY INSURANCE.
3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. YOUR DUTIES AFTER ACCIDENT 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. OUR RIGHT TO RECOVER FROM OTHERS 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.
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, 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.

TRAVELERS DOC MGMT00110

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AMENDMENT - DEFINITION OF DAMAGES

IT IS AGREED THAT "DAMAGES" IS DEFINED TO MEAN "COMPENSATORY" DAMAGES AND INCLUDES PUNITIVE DAMAGES UNLESS IT IS AGAINST PUBLIC POLICY FOR AN INSURER TO INDEMNIFY AN INSURED FOR PUNITIVE DAMAGES IN THE JURISDICTION INVOLVED.

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

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

Endorsement effective	Policy No.	Endorsement No.	48	
Named Insured				
Additional Premium $	Return Premium $		BI	PD
		In Advance $	$	
SPECIAL NO. 48		1st Anniv. $	$	
		2nd Anniv. $	$	

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

Countersigned by _____
(Authorized Representative)

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to DILLINGHAM CORPORATION of WALNUT CREEK, CA 94596

Dated at HARTFORD, CT 06156 this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY& SURETY COMPANY

Countersigned by _____ 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 $ 4,000,000 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 Bureau or the ICC the company agrees to furnish the Bureau 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 Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (415) 947-6442

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 results 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 or potential for 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's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to 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.

(Over)

ENDORSEMENT NO. 49

TRAVELERS DOC MGMT00112

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to CAL GAS CORPORATION of WALNUT CREEK, CA 94596

Dated at HARTFORD, CT 06156 this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY & SURETY COMPANY

Countersigned by _____
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 $ 4,000,000 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 Bureau or the ICC the company agrees to furnish the Bureau 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 Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (415) 947-6442

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 results 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 or potential for 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's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to 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.

(Over)

ENDORSEMENT NO. 50

TRAVELERS DOC MGMT00114

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to PROPANE TRANSPORT INC. of WALNUT CREEK, CA 94596

Dated at HARTFORD, CT 06156 this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY & SURETY COMPANY

Countersigned by _____ 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 $ 4,000,000 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 Bureau or the ICC the company agrees to furnish the Bureau 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 Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (415) 947-6442

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 results 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 or potential for 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's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to 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.

(Over)

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to PETROLEUM TRANSPORTATION CORP. of WALNUT CREEK, CA 94596

Dated at HARTFORD, CT 06156 this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY & SURETY COMPANY

Countersigned by _____ 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 $ 4,000,000 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 Bureau or the ICC the company agrees to furnish the Bureau 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 Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (415) 947-6442

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 results 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 or potential for 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's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to 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.

(Over)

ENDORSEMENT NO. 52

TRAVELERS DOC MGMT00118

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to NORCO TRANSPORTATION CO. of WALNUT CREEK, CA 94596

Dated at HARTFORD, CT 06156 this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY & SURETY COMPANY

Countersigned by _____
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 $ 4,000,000 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 Bureau or the ICC the company agrees to furnish the Bureau 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 Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (415) 947-6442

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 results 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 or potential for 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's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to 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.

(Over)

ENDORSEMENT NO. 53

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

TRAVELERS DOC MGMT00121

FORM FX
MOTOR CARRIER AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

Issued to PROPANE TRANSPORT, INC. of P.O. BOX 232, MILFORD, OHIO 45150

Dated at HARTFORD, CONNECTICUT this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY & SURETY COMPANY

Countersigned by _____ 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 $ 4,000,000 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 Wisconsin Department of Transportation, the company agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, 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 thirty (30) days' notice in writing to the other party, and by providing thirty (30) days' notice to the Department (said 30 days' notice to commence from the date the notice is received by the Department at its office in Madison, Wisconsin).

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 sec. 194.41, Wis. Stats., and TRANS 176, Wis. Admin. Code, and the rules and regulations of the Wisconsin Department of Transportation.

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 (automobile, bodily injury and property damage liability) resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of sec. 194.41, Wis. Stats., and TRANS 176, Wis. Admin. Code, 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 to property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

TRAVELERS DOC MGMT00123

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to C & E BRADLEY'S INC. of KETCHIKAN, ALASKA 99901

Dated at HARTFORD, CT 06156 this 1ST day of MAY, 19 86

Amending Policy No. 05 AL 590844 SCA Effective Date 5-1-86

Name of Insurance Company AETNA CASUALTY & SURETY COMPANY

Countersigned by _____ 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 $ 4,000,000 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 Bureau or the ICC the company agrees to furnish the Bureau 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 Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (415) 947-6442

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 results 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 or potential for 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's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to 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.

(Over)

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$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 waste, 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.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

File with:
Ohio Department of Transportation
Central Permit Office
1610 West Broad Street
Columbus, Ohio 43223-1297

Aetna
LIFE & CASUALTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT for

Liability Insurance for Vehicles Operating with a

SPECIAL HAULING PERMIT

Issued by the Ohio Department of Transportation

Issued to CAL GAS CORPORATION (Insured) of P.O. BOX 28397, SACRAMENTO, CA 95828 (Home Office)

Dated at WALNUT CREEK, CALIFORNIA this 22ND day of APRIL, 19 86

Amending Policy No. 05 AL 590844 SCA Effective From 5-1-86 to 5-1-87

Name of Insurance Co. AETNA CASUALTY & SURETY COMPANY (Insurer)

Countersigned by Barbara A. Rich (Authorized Company Representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☒ The insurance is primary and the company shall not be liable for amounts in excess of $ 4M for each accident.

☐ The 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 Ohio Department of Transportation (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. The telephone number to call is (415) 947-6441 AC.

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party and (2) by providing thirty (30) days notice to the Department (said 30-days notice to commence from the date it is received by the Department at the Central Permit Office, 1610 West Broad Street, Columbus, Ohio 43223).

Endorsement No. 35 (B)

The insurance policy to which this en[illegible]ement is attached provides automobile [illegible]ity insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the State of Ohio which results from the issuance of a special hauling permit to the insured by the Ohio Department of Transportation. That contractual agreement includes the following provision:

> "Permittee will be held liable for any damage caused by the movement. The State assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure. The permittee agrees to compensate the State of Ohio for any damage to a roadway or road structure and also to indemnify, save harmless, and defend the State of Ohio and the Director of Transportation from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the State of Ohio or the Director of Transportation as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its Agents, servants and employees in the performance of movements under this permit except to the extent that the negligence of the State of Ohio or the Director of Transportation is a proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the State of Ohio, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the State of Ohio. 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.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is two hundred thousand dollars. This minimum liability level has been established by the Director of the Ohio Department of Transportation under Section 4513.34, of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

...ERSIGNING CODES	C/S OFFICE	C/S CODE	C/S COMM.		E		POLICY EXPIRY	...TE 12/16/8 cl/JE&C

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

WITH RESPECT TO THE FILLMORE CENTER PROJECT, THE FOLLOWING, AS OWNER, IS NAMED AS AN ADDITIONAL INSURED:

FILLMORE CENTER DEVELOPERS
HOUSING ASSOCIATES
759 BRIDGEWAY BLVD.
SAUSALITO, CA 94965

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

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

Endorsement effective 11/24/86 Policy No. 05AL590844SCA Endorsement No. TBD 55B

Named Insured DILLINGHAM CORPORATION

Additional Premium $ Return Premium $

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

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

JARDINE EMETT & CHANDLER

Countersigned by _____
(Authorized Representative)

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(90455-2-B) 12-73

PRINTED IN U.S.A.

TRAVELERS DOC MGMT00128

BROKER	2700	ENETT & CHRYSLER	NIL							5-1-86	INITIALS
COUNTERSIGNING CODES		C/S OFFICE	CODE	C/S COMM.			E			POLICY EXPIRY DATE 5-1-87	LCN 4/16/87

STAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	PD	MED.	DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
	04	999										LIMITS ID C/I-F	- 1	1	0448860012
														RATING MOD. - 1.00 TYPE OF POLICY - 10	
															END'T FORM NO. SPECIAL

NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTO LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - DELETING

IT IS AGREED THAT THE AUTO SCHEDULE ATTACHED TO THE POLICY IS AMENDED TO DELETE $100 FLAT CHARGE FOR THE UNINSURED MOTORIST.

IT IS FURTHER AGREED THAT THE CHARGE FOR UNINSURED MOTORIST IS AMENDED TO SHOW "INCL."

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

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

Endorsement effective 5-1-86 Policy No. 05 AL 590844 SCA Endorsement No. 56

Named Insured DILLINGHAM CORP. ETAL HOBO NOTE:

Additional Premium $ Return Premium $ 100 FLAT CHARGE STATE 04 BI HA 100 PD

In Advance $ FLAT $

1st Anniv. $ CHARGE $

2nd Anniv. $ _____ $

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

APR 27 1987

Countersigned by _____
(Authorized Representative)

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TRAVELERS DOC MGMT00129

	2700	EMETT & CH LER		NIL				E				5/1/86		AMR
COUNTERSIGNING CODES		C/S OFFICE		ODE	C/S COMM.							POLICY EXPIRY DATE 6/29/87		5/18/87

STAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	PD	MED.	DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
	52	000		TOV - RATING		MOD.	1.00		TYPE OF POL. 10 C/I - F					1	0448860012
				RRID - RATING		0 ID - 9									END'T FORM NO.
															SPECIAL

NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE AND GENERAL LIABILITY INSURANCE

AMENDATORY ENDORSEMENT-EXTEND POLICY PERIOD

IN CONSIDERATION OF AN ADDITIONAL FLAT CHARGE PREMIUM OF $2,497,000 IT IS AGREED THAT THE EXPIRATION DATE FORMING A PART OF THE POLICY PERIOD IS AMENDED TO READ 6/29/87 IN LIEU OF 5/1/87

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

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

Endorsement effective 5/1/86 Policy No. 05 AL 590844 SCA Endorsement No. 57

Named Insured DILLINGHAM CORPORATON, ETAL HOBO NOTE: GL CLASS:

Additional Premium $ 2497,000 ~~Return Premium~~ GL-Y 15050 LB BI 1098500 PB PD 1098500

FLAT CHARGE

~~In Advance $~~ AA BI 300,000s AP INCL

~~1st Annis $~~ $ FLAT CHARGE

~~2nd Annis $~~ $

AL CLASS 431400

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

E. BASSETT MAY 20 198

Countersigned by _____
(Authorized Representative

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BROKER	2700 / Emett & Chandler																		
COUNTERSIGNING CODES			C/S OFFICE			CODE		C/S COMM.									5-1-86 POLICY EXPIRY DATE 6-29-87		INITIALS
STAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	LIMITS OF LIABILITY PD	LIMITS OF LIABILITY MED.	DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER 0448860012				
																		END'T FORM NO.	
																		SPECIAL	

NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY

1. THE COUNTY OF SONOMA, ITS OFFICERS AND EMPLOYEES, THE CONSTRUCTION PROGRAM MANAGER AND THE ARCHITECT ARE NAMED AS ADDITIONAL NAMED INSUREDS FOR ALL LIABILITY ARISING OUT OF THE OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED IN THE PERFORMANCE OF THIS CONTRACT;

2. THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO IMPAIR THE RIGHTS OF ONE INSURED AGAINST ANOTHER INSURED, AND THE COVERAGE AFFORDED SHALL APPLY AS THOUGH SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED, BUT TO INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY;

3. THE INSURANCE PROVIDED HEREIN IS PRIMARY COVERAGE TO THE COUNTY OF SONOMA, THE CONSTRUCTION PROGRAM MANAGER AND THE ARCHITECT WITH RESPECT TO ANY INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY THE COUNTY OF SONOMA, THE CONSTRUCTION PROGRAM MANAGER AND THE ARCHITECT, AND NO INSURANCE HELD OR OWNED BY THE COUNTY, THE CONSTRUCTION PROGRAM MANAGER AND THE ARCHITECT SHALL BE CALLED UPON TO CONTRIBUTE TO A LOSS;

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

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

Endorsement effective 4-9-87 Policy No. 05 AL 590844 SCA Endorsement No. 57A ~~TBD~~

Named Insured DILLINGHAM CORPORATION ETAL

Additional Premium $ NIL Return Premium $ NIL

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

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

Countersigned by _____
(Authorized Representative)

FIELD OFFICE COPY 2

TRAVELERS DOC MGMT00131

COUNTERSIGNING CODES	C/S OFFICE	CODE	C/S COMM.	POLICY EXPIRY DATE

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

NATIONAL ACCOUNT

4. THIS POLICY SHALL NOT BE CANCELLED OR MATERIALLY CHANGED WITHOUT FIRST GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE COUNTY OF SONOMA.

JOB DESCRIPTION: SONOMA COUNTY
MAIN ADULT DETENTION FACILITY
SANTA ROSA, CALIFORNIA

PAGE 2 OB 2

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

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

Endorsement effective 4-9-87 Policy No. 05 AL 590844 SCA Endorsement No. ~~TBD~~ 57A

Named Insured DILLINGHAM CORPORATION ETAL

Additional Premium $ NIL Return Premium $ NIL

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

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

Countersigned by L. Randall
(Authorized Representative)

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WA455-2 B 12-73

PRINTED IN U.S.A.

TRAVELERS DOC MGMT00132

BROKER															
2700			EMPIRE CHAPLER											5-1-86	UEC/cl
COUNTERSIGNING CODES			C/S OFFICE			C	.DE	C/S COMM.				E		POLICY EXPIRY DATE 6-2-87	5/11/87
STAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	PD	MED.	DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID 1	ACCOUNT NUMBER 044 SFC 0012
															END'T FORM NO.
															Spec.

NATIONAL ACCOUNTS

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE SANTA CLARA WATER DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES; CITY OF GILROY; COUNTY OF SANTA CLARA, AND STATE OF CALIFORNIA ARE NAMED AS ADDITIONAL INSUREDS AS RESPECTS OPERATIONS OF THE NAMED INSURED, WATKINS ENGINEERS & CONSTRUCTORS.

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

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

Endorsement effective 4/29/87 Policy No. 05AL590844SCA Endorsement No. 57B ~~TBB~~

Named Insured DILLINGHAM CORPORATION, AND ITS SUBSIDIARIES, INCLUDING WATKINS ENGINEERS & CONSTRUCTORS.

Additional Premium $ Return Premium $ BI

In Advance $ $

1st Anniv. $ $

2nd Anniv. $ $

~~(THIS ENDORSEMENT REPLACES ONE TYPED 5/4/87).~~

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

Countersigned by Barbara Rich
(Authorized Representative)

FIELD OFFICE COPY

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PRINTED IN U.S.A.

TRAVELERS DOC HGMT00133

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - NAMED INSUREDS ADDRESS

IT IS AGREED THAT ITEM NO. 1, OF THE DECLARATIONS PAGE, NAMED INSUREDS ADDRESS IS AMENDED TO READ AS FOLLOWS:

5960 INGLEWOOD DRIVE
HACIENDO BUSINESS PARK
P.O. BOX 1089
PLEASANTON, CA. 94566-3206
"ATTENTION" RISK MANAGEMENT DEPARTMENT

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

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

Endorsement effective	5-1-86	Policy No.	05 AL 590844 SCA	Endorsement No.	58
Named Insured	DILLINGHAM CORPORATION, ETAL				
Additional Premium $		Return Premium $		BI	PD
			In Advance $	$	
			1st Anniv. $	$	
			2nd Anniv. $	$	

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

JARDINE EMETT & CHANDLER

Countersigned by BY Doriann Lampere
(Authorized Representative)

CAT. 288330

TRAVELERS DOC MGMT00134

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - AMEND LIMITS OF LIABILITY

IT IS AGREED THAT ITEM NO. 5 OF THE DECLARATIONS PAGE LIMITS OF LIABILITY ARE AMENDED AS FOLLOWS:

PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

ANNUAL AGGREGATE $4,000,000 IN LIEU OF $10,000,000.

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

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

Endorsement effective	5-1-86	Policy No.	05 AL 590844 SCA	Endorsement No.	59
Named Insured	DILLINGHAM CORPORATION, ETAL				
Additional Premium $		Return Premium $		BI	PD
			In Advance $	$	
			1st Anniv. $	$	
			2nd Anniv. $	$	

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

JARDINE EMETT & CHANDLER

Countersigned by BY Brian Lambers
(Authorized Representative)

CAT. 288330

TRAVELERS DOC MGMT00135

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY & AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - DEDUCTIBLE

IT IS AGREED THAT ENDORSEMENT NO. 2, DEDUCTIBLE ENDORSEMENT PAGE 2 OF 2 ITEM IV IS AMENDED TO READ:

PROGRAM AGGREGATE OF $13,500,000 IN LIEU OF $3,500,000.

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

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

Endorsement effective	5-1-86	Policy No.	05 AL 590844 SCA	Endorsement No.	60
Named Insured	DILLINGHAM CORPORATION, ETAL				
Additional Premium $		Return Premium $		BI	PD
			In Advance $	$	
			1st Anniv. $	$	
			2nd Anniv. $	$	

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

JARDINE EMETT & CHANDLER

Countersigned by BY Doriann Lamfire
(Authorized Representative)

TRAVELERS DOC MGMT00136

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY & AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - CANCELLATION

IT IS AGREED THAT SECTION J.1. PAGE 16, LAST SENTENCE IS AMENDED TO INCLUDE THE FOLLOWING WORDING:

IN THE EVENT OF NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE OF CANCELLATION SHALL APPLY.

IT IS FURTHER AGREED THAT SECTION J.2. IS AMENDED TO READ:

120 DAYS IN LIEU OF 90 DAYS.

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

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

Endorsement effective 5-1-86 Policy No. 05 AL 590844 SCA Endorsement No. 61

Named Insured DILLINGHAM CORPORATION, ETAL

Additional Premium $ Return Premium $

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

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

JARDINE EMETT & CHANDLER

Countersigned by Doreen Lamfess
(Authorized Representative)

CAT 288730

TRAVELERS DOC MGMT00137

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - PHYSICAL DAMAGE

IT IS AGREED THAT ENDORSEMENT NO. 29, CHANGES IN POLICY - LOSS PAYMENT IS DELETED FROM THE POLICY IN ITS ENTIRETY.

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

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

Endorsement effective	5-1-86	Policy No.	05 AL 590844 SCA	Endorsement No.	62
Named Insured	DILLINGHAM CORPORATION, ETAL				
Additional Premium $		Return Premium $		BI	PD
			In Advance $	$	
			1st Anniv. $	$	
			2nd Anniv. $	$	

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

JARDINE EMETT & CHANDLER

Countersigned by BY Dorian Kampers
(Authorized Representative)

CAT 298330

TRAVELERS DOC MGMT00138

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

EMPLOYEE BENEFITS LIABILITY

IT IS AGREED THAT EMPLOYEE BENEFITS LIABILITY COVERAGE IS DELETED.

RISK MANAGEMENT

NOV 10 1988

DEPARTMENT

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

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

Endorsement effective 5-1-86

Policy No. 05 AL 590844 SCA

Endorsement No. 63

Named Insured DILLINGHAM CORPORATION

Additional Premium $

Return Premium $

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

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

JARDINE EMETT & CHANDLER

Countersigned by BY [signature]
(Authorized Representative)

CAT. 43978
PRINTED IN

(90455-B) 12-73

COUNTERSIGNING CODES	C/S OFFICE	C/S CODE	C/S COMM.			E			POLICY EXPIRY DATE 10-29-87

STAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	PD	MED.	DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
														1	0448860012

END'T FORM NO. Special

NATIONAL ACCOUNTS

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

LIMITATION OF COVERAGE

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE FOR WHICH INSURANCE IS AFFORDED UNDER THE POLICIES SCHEDULED BELOW OR FOR ANY RENEWAL THEREOF.

IT IS ALSO AGREED THAT, FOR THE SOLE PURPOSE OF ARRIVING AT THE AGGREGATE LIMIT OF LIABILITY OF A PARTICULAR COVERAGE, THIS POLICY AND THOSE SCHEDULED WILL BE DEEMED TO BE ONE POLICY WITH A SINGLE AGGREGATE LIMIT OF LIABILITY FOR SUCH COVERAGE.

IT IS FURTHER AGREED THAT THIS POLICY DOES NOT APPLY TO HAZARDS TO WHICH SUCH SCHEDULED POLICIES ARE INAPPLICABLE SOLEY BECAUSE OF THE EXHAUSTION OF THE LIMIT OF LIABILITY PROVIDED THEREIN.

SCHEDULE OF POLICIES		PERIOD OF INSURANCE
05 AL 590801 SRA	DILLINGHAM-HEALY-GROW-DEW, MILWAUKEE CROSS TOWN INTERCEPTOR	5-1-86/6-29-87
05 AL 590815 SCA	DILLINGHAM-BARNES, SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT	5-1-86/6-29-87

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

PAGE 1 OF 2

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

Endorsement effective 5-1-86 Policy No. 05 AL 590844 SCA Endorsement No. 64

Named Insured DILLINGHAM CORPORATION

Additional Premium $ Return Premium $

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

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

Countersigned by _____
(Authorized Representative)

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TRAVELERS DOC MGMT00140

BROKER	2700	Emett & Chrysler			TYPE	BUSINESS	P	5-1-86	INITIALS
COUNTERSIGNING CODES		C/S OFFICE	C	CODE	C/S COMM.	E		POLICY EXPIRY DATE 6-29-87	

STAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	PD	MED.	DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
														1	0448860012

END'T FORM NO. Special

SCHEDULE OF POLICIES		PERIOD OF INSURANCE
05 AL 590848 SCA	SHARPE CONSTRUCTORS, SHARPE ARMY DEPOT	5-1-86/6-29-87
05 AL 636002 SCA	DILLINGHAM-POMEROY	5-1-86/6-29-87
05 AL 636008 SCA	DILLINGHAM-CALISTA	5-1-86/6-1-86

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

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

Endorsement effective 5-1-86
Named Insured DILLINGHAM CORPORATION
Additional Premium $

Policy No. 05 AL 590844 SCA
Endorsement No. 64
Return Premium $

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

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

Countersigned by _____
(Authorized Representative)

FIELD OFFICE COPY 2

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

AMENDATORY ENDORSEMENT - CONDITIONS

IT IS AGREED THAT CONDITIONS F., 2. IS AMENDED AS FOLLOWS:

2. EXCESS LIMITS

EXCEPT AS RESPECTS OTHER INSURANCE PURCHASED BY THE NAMED INSURED TO APPLY IN EXCESS OF THIS POLICY AND UNLESS THE POLICY IS INTENDED BY OR CONTRACTUALLY REQUIRED OF THE NAMED INSURED TO BE PRIMARY, THIS POLICY IS EXCESS OF OTHER COLLECTIBLE INSURANCE, BUT ONLY FOR THE DIFFERENCE BETWEEN THE LIMITS OF SAID OTHER INSURANCE AND THE LIMITS REQUIRED AS UNDERLYING INSURANCE BY THE NAMED INSURED'S UMBRELLA LIABILITY POLICY, BUT SHALL NOT INCREASE THE COMPANY'S LIMIT OF LIABILITY.

[illegible]

NOV 10 [illegible]

DEPARTMENT

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

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

Endorsement effective 5-1-86 Policy No. 05 AL 590844 SCA Endorsement No. 65

Named Insured DILLINGHAM CORPORATION

Additional Premium $ Return Premium $

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

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

JARDINE EMETT & CHANDLER

Countersigned by BY [signature]
(Authorized Representative)

(90455-B) 12-73

CAT. 439789
PRINTED IN U.S.A.

TRAVELERS DOC MGMT00142

DILLINGHAM CORPORATION

GENERAL LIABILITY COVERAGE CHANGES EFFECTIVE 5-1-86

A. POLLUTION EXCLUSION

PER ENDORSEMENT ATTACHED. PACIFIC BASIN INSURANCE COMPANY LTD. TO REINSURE LIMITS EXCESS OF DEDUCTIBLE.

B. EXCLUSION 16 , MARINE DIFFERENCE IN CONDITIONS, DELETED

C. WATERCRAFT EXCLUSION ADDED AS FOLLOWS:

TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF

(1) ANY WATER CRAFT OWNED OR OPERATED BY OR RENTED OR LOANED TO ANY INSURED, OR

(2) ANY OTHER WATERCRAFT OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY ANY INSURED;

BUT THIS EXCLUSION DOES NOT APPLY TO WATERCRAFT WHILE ASHORE ON PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED.

AETNA TO DEVELOPE WORDING TO AFFORD COVERAGE FOR DILLINGHAM'S SHIP REPAIR OPERATIONS WHILE WATERCRAFT IS AFLOAT.

D. CARGO LEGAL LIABILITY

TO BE DELETED FROM THE STATEMENT OF LIMITS SECTION.

E. POLICY PERIOD, TERRITORY

SECTION V. OF MANUSCRIPT FORM IS AMENDED AS FOLLOWS:

THIS INSURANCE APPLIES ONLY TO:

A. BODILY INJURY OR PROPERTY DMAAGE WHICH OCCURS DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY, OR

B. PERSONAL INJURY OR ADVERTISING INJURY IF THE OFFENSE IS COMMITTED DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY.

F. DEFINITION OF BODILY INJURY

AMENDED AS FOLLOWS:

BODILY INJURY MEANS BODILY INJURY, MENTAL INJURY, SHOCK, FRIGHT, OR ANY AGGRAVATION THEREOF, SICKNESS, DISEASE OR INCIDENTAL MEDICAL MALPRACTICE INJURY SUSTAINED BY ANY PERSON WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM.

TRAVELERS DOC MGMT00143

I. GENERAL LIABILITY COVERAGE CHANGES EFFECTIVE 5-1-86 - CONTINUED

G. DEFINITION OF OCCURRENCE

AMENDED AS FOLLOWS:

OCCURRENCE MEANS AN ACCIDENT, HAPPENING OR EVENT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS, WHICH RESULT IN BODILY INJURY OR PROPERTY DAMAGE, NEITHER EXPECTED NOR INTENDED FROM THE STANDPOINT OF THE INSURED. ALL INJURIES OR DAMAGES ARISING OUT OF EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED TO BE ONE OCCURRENCE.

THE DEFINITION OF OCCURRENCE INCLUDES ANY INTENTIONAL ACT BY OR AT THE DIRECTION OF THE INSURED WHICH RESULTS IN BODILY INJURY, IF SUCH INJURY ARISES SOLELY FROM THE USE OF REASONABLE FORCE FOR THE PURPOSE OF PROTECTING PERSONS OR PROPERTY.

H. DEFINITION OF PERSONAL INJURY

1. THE FIRST PARAGRAPH OF THE DEFINITION IS AMENDED AS FOLLOWS:

   "PERSONAL INJURY" MEANS INJURY ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES COMMITTED DURING THE POLICY PERIOD:

2. THE POLICY WILL BE ENDORSED TO EXCLUDE EMPLOYMENT RELATED DISCRIMINATION.

I. DEFINITION OF PROPERTY DAMAGE

AMENDED AS FOLLOWS:

"PROPERTY DAMAGE" MEANS:

1. PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING THE LOSS OF USE THEREOF AT ANY TIME RESULTING THEREFROM, OR

2. LOSS OF USE OF TANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICALLY INJURED OR DESTROYED PROVIDED SUCH LOSS OF USE IS CAUSED BY AN OCCURRENCE DURING THE POLICY PERIOD.

J. CANCELLATION

CONDITION K OF THE MANUSCRIPT WILL BE AMENDED TO PROVIDE 120 DAYS OF CANCELLATION OR MATERIAL CHANGE. NOTICE OF NONRENEWAL WILL BE ELIMINATED.

K. PUNITIVE DAMAGES

PER ENDORSEMENT ATTACHED TITLED "AMENDMENT - DEFINITION OF DAMAGES".

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

1. to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release, escape or contamination by pollutants:

   (a) at or from premises owned by, rented to, or occupied by the insured

   (b) at or from any site or location used by or for the insured or other person or organization for whom the insured may be legally responsible for the handling, storage, disposal, processing, or treatment of waste; or

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

   (d) at or from any site or location on which the insured or any person or organization working directly or indirectly on behalf of the insured are performing operations, (i) if such pollutants are brought on or to the site or location in connection with such operations, or (ii) which test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize such pollutants, or for the preparation of any plan relating to any of the foregoing.

2. Any loss, cost or expense arising out of any governmental direction or request imposed upon the insured to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or for the preparation of any plan relating to any of the foregoing activities.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fume, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

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

Endorsement Effective Policy No. Endorsement

Named Insured

cc: L. Carevale, H. Knox, J. McKinley, C. Santa Maria

TRAVELERS DOC MGMT00145

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AMENDMENT - DEFINITION OF DAMAGES

IT IS AGREED THAT "DAMAGES" IS DEFINED TO MEAN "COMPENSATORY" DAMAGES AND INCLUDES PUNITIVE DAMAGES UNLESS IT IS AGAINST PUBLIC POLICY FOR AN INSURER TO INDEMNIFY AN INSURED FOR PUNITIVE DAMAGES IN THE JURISDICTION INVOLVED.

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

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

Endorsement effective | Policy No. | Endorsement No.

Named Insured

Additional Premium $ | Return Premium $

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

SPECIAL NO.

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

Countersigned by _____

TRAVELERS DOC MGMT00146

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTOMOBILE INSURANCE

AMENDMENT - WE WILL ALSO PAY PROVISIONS

IT IS AGREED THAT "DAMAGES" IS DEFINED TO MEAN "COMPENSATORY" DAMAGES AND INCLUDES PUNITIVE DAMAGES UNLESS IT IS AGAINST PUBLIC POLICY FOR US TO INDEMNIFY YOU FOR PUNITIVE DAMAGES IN THE JURISDICTION INVOLVED.

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

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

Endorsement effective	Policy No.	Endorsement No.
Named Insured		
Additional Premium $	Return Premium $	81

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

SPECIAL NO.

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

(11)

Countersigned by _____
(Authorized Representative)

TRAVELERS DOC MGMT00147