POLICY:	CP646638B
EFFECTIVE:	4/23/82-4/23/85
LIABILITY FORM:	C-1138 4/78
CONDITIONS FORM:	C-1652 8/78
POLLUTION EXCLUSION:	CGL-21201 4/80

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BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

1. COVERAGE A – BODILY INJURY – except Automobile

COVERAGE B – PROPERTY DAMAGE – except Automobile

The company will pay all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **occurrence.** The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily 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. 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.

Exclusions

This insurance does not apply

(a) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured,** or

(2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured;**

but this exclusion does not apply to the parking of an automobile on insured premises, if such **automobile** is not owned by or rented or loaned to any **insured;**

(b) to **bodily injury** or **property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;

(c) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured;** but this exclusion does not apply to liability assumed by the **insured** under any contract

(e) to **property damage:** (1) to property owned or transported by the **insured;** (2) to property occupied by or rented to the **insured;** (3) to property under **bailment** to the **insured** (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements), (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the **insured;** or (ii) out of which such injury or destruction arises, (5) to premises alienated by the **named insured** arising out of such premises or any part thereof; (6) to the **named insured's products** arising out of such products or any part of such products; (7) with respect to the **completed operations hazard** and with respect to any classification stated in the company's manual as "including completed operations," to work performed by or on behalf of the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith,

(f) 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 of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein,

(g) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; (2) and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured;**

(h) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

(2) 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;**

(i) to **contractual liability** assumed by the **insured,** if the **insured** or his indemnitee is an architect, engineer or surveyor, for **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured** or indemnitee, including

(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and

(2) supervisory, inspection or engineering services.

(j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any **insured** which are not connected with the business of any **insured.**

2. COVERAGE E – PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury,** provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

Exclusions

This insurance does not apply

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured,** or

(ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured;**

but this exclusion does not apply to the parking of an **automobile** on the **insured premises,** if such **automobile** is not owned by or rented or loaned to any **insured;**

(2) arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity,

(3) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured;**

(b) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard;**

(2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **named insured** is such an owner or lessor,

(4) included within the **war hazard;**

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(c) to **bodily injury**

(1) to the **named insured,** any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the **foregoing** if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any **medical expense** for services by the **named insured,** any employee thereof or any person or organization under contract to the **named insured** to provide such services.

3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) the **named insured** and, if an individual, the spouse of such **named insured** if a resident of the same household;

(b) for Coverages A and B

(1) if the **named insured** is designated in the declarations as

(i) 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;

(ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(2) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured;** and

(3) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment; and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to

(A) **bodily injury** to any fellow employee or

(B) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily 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 this policy as a **named insured.**

4. LIMITS OF LIABILITY

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.**

Regardless of the number of **insureds** under this policy, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each **occurrence**" is the total limit of the company's liability under the **bodily injury** liability and **property damage** liability coverages combined for all damages as the result of any one **occurrence** provided:

(1) with respect to damages included within the (i) **completed operations hazard** and the (ii) **products hazard,** such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence;**

(2) with respect to all damages arising out of **property damage** (other than the **completed operation hazard,** or the **products hazard**) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence,** but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the **insured;**

(3) with respect to any **occurrence** for which the notice of this policy is given in lieu of security, or when 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

(b) Divided Limits Plan

Coverage A —

The total liability of the company for all **damages** including damages for care and loss of services because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate."

Coverage B —

The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured.**

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

Coverage E —

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident, but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

5. TERRITORIAL APPLICATION

This insurance applies only to **bodily injury** or **property damage** which occurs (a) for Coverages A and B, during the policy period within the **policy territory;** (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**contractual liability**" means liability expressly assumed under a contract or agreement; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named**

(continued on following page)

insured will be done in a workmanlike manner;

"insured premises" for Coverage E, means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"war hazard" includes all **bodily injury** and **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.

7. ADDITIONAL CONDITIONS

(a) **Medical Reports; Proof and Payment 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, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amoung payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

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POLICY CONDITIONS AND DEFINITIONS

GENERAL CONDITIONS

The following Conditions apply except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

1. **Premium.** 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.

   If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

   If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company.

2. **Time of Inception.** To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

3. **Cancellation.** This policy may be canceled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the **named insured** at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. 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 the **named insured** or by the company shall be equivalent to mailing.

   If the **named insured** cancels, the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the 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.

   Notice of cancellation addressed to the **named insured** and mailed to the mailing address shown in the Declaration shall be sufficient notice to effect cancellation of this policy.

4. **Concealment or Fraud.** This policy is void if any **insured** has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. However, if the **named insured** shall die, this insurance shall apply:

   (a) to the **named insured's** legal representative as the **named insured**, but only while acting within the scope of his duties as such; or

   (b) to the person having temporary custody of the property of the **named insured** but only until the appointment and qualification of the legal representative.

6. **Subrogation.**

   (a) In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery against any person or organization and the **insured** shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

   (b) The company shall not be subrogated to any claim of the **insured** has impaired any right of recovery for loss; however, it is agreed that the **insured** may:

   (1) as respects property while on the premises of the **insured**, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the **insured** to recover hereunder; and

   (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. **Inspection and Audit.** 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 regulation.

   The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

8. **Liberalization Clause.** In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and:

   (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

   (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium,

   the benefit of such extended or broadened insurance shall inure to the benefit of the **insured** as though the endorsement or substitution of form has been made.

9. **Insurance Under More Than One Coverage, Part or Endorsement.** In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the company shall not be liable for more than the actual loss or damage sustained by the **insured**.

10. **Waiver or Change of Provisions.** The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

DEFINITIONS APPLICABLE TO SECTION II

We are in the process of making our policies easier to read. Because there are so many different forms we cannot rewrite them all at one time. For a time there will be a mixed use in the policy of "you" and "your" (refer to the **named insured** shown in the Declarations), "We", "Us" and "Our" (refer to the company providing this insurance).

When used in this policy (including endorsements forming a part hereof):

"Alcoholic Beverage Hazard" [illegible] **bodily injury** or **property damage** for which the **insured** or [illegible]

(1) [illegible] a person [illegible] to the business [illegible]

(2) [illegible]

(3) [illegible]

by reason of the selling, serving or giving of any [illegible] beverage:

(1) in violation of any statute, ordinance or regulation;

(2) to a minor;

(3) to a person under the influence of alcohol; or

(4) which causes or contributes to the intoxication of any person.

[illegible] parts (2), (3) and (4) of this exclusion do not apply with respect to liquor, [illegible] the **insured** [illegible] described in the above.

"automobile" means a land motor vel[illegible] railer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include **mobile equipment;**

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking **automobiles;**

"bailment" means a delivery of property by any person to the **insured** for some purpose beneficial to either the **insured** or such person or both under a contract, express or implied, for the **insured** to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the **insured** under any contract or agreement except an **incidental contract;** but this definition does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"Broad Form Property Damage Hazard" means property damage to

(a) property used by the **insured,** or

(b) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control,

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured.**

"Collapse Hazard" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to

(a) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work, or

(b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

The **collapse hazard** does not include **property damage**

(a) arising out of operations performed for the **named insured** by independent contractors; or

(b) included within the **completed operations hazard** or the **underground property damage hazard;** or

(c) for which liability is assumed by the **insured** under an **incidental contract;**

"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:

(a) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed;

(b) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed; or

(c) 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 a 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 conn[illegible] with the transportation of property, unless the **bodily in[illegible]** 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".

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks.

"Explosion Hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage**

(a) arising out of the explosion of air or stream vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or

(b) arising out of operations performed for the **named insured** by independent contractors; or

(c) included within the **completed operations hazard** or the **underground property damage hazard;** or

(d) for which liability is assumed by the **insured** under an **incidental contract;**

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) **elevator** maintenance agreement.

"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.

"Malpractice and Professional Services Hazard (Form A)" means **bodily injury** or **property damage** due to

(a) the rendering of or failure to render

(1) medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith,

(2) any service or treatment conducive to health or of a professional nature, or

(3) any cosmetic or tonsorial service or treatment;

(b) the furnishing or dispensing of drugs or medicines, dental or surgical supplies or appliances, or

(c) the handling of or performing of autopsies or dead bodies.

"Malpractice and Professional Services Hazard (Form B)" means **bodily injury** or **property damage** due to the rendering or failure to render any cosmetic, cat pictorial, botanical, [illegible] thoracic, chiropody, hearing aid, optical or optometrical services or treatment.

"Malpractice and Professional Services Hazard (Form C)" means **bodily injury** or **property damage** due to the rendering or failure to render any professional service.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the **named insured,** including the ways immediately adjoining, or (c) designed for use principally off public roads, or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers, and drills, concrete mixers (other than the truck-mounted

transit type), graders, scrap[illegible] rol[illegible] and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his 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 container, rented to or located for use of others but not sold.

"occurrence" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured;**

"policy territory" means anywhere in the world, provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"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;

"property damage" means (a) 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 (b) 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;

"suit" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

"Underground Property Damage Hazard" includes **underground propertry damage** as defined herein and **property damage** to any other property at any time resulting therefrom. **"Underground property damage"** means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back filling or pile driving.

The **underground property damage hazard** does not include **property damage**

(a) arising out of operations performed for the **named insured** by independent contractors, or

(b) included within the **completed operations hazard;** or

(c) for which liability is assumed by the **insured** under an **incidental contract;**

CONDITIONS APPLICABLE TO SECTION II

1. **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 that 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, 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 **bodily injury** to which this policy applies;

(d) 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.

2. **Premium.** 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 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.**

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.

3. **Financial Responsibility Laws.** Such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

(a) 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 by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If 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.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy, and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the accident.

5. **Action Against Company.** 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.

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 in 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.

6. **Other Insurance.** If applicable to the loss there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the **insured** in any other insurance carrier, there shall be no insurance afforded hereunder in respects such loss, except that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the **insured** a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance

which is available to the **insured.**

7 **Arbitration.** The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

8 **Annual Aggregate.** If this policy is issued for a period in excess of one year, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9 **Nuclear Exclusion.**

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 limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) 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 damage 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 damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) 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 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.

As used in this exclusion:

"**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.

C-GL-21-201 04/80

SAFECO

POLLUTION
ENDORSEMENT

Effective
6/9/80
EXCEPT

ALASKA
GEORGIA (6/30/80)
HAWAII
KANSAS (6/15/80)
MAINE
MARYLAND (6/27/80)
MICHIGAN (9/15/80)
MONTANA (9/22/80)
NEW HAMPSHIRE
NEW JERSEY (11/15/80)
RHODE ISLAND
SOUTH CAROLINA (6/12/80)
TEXAS
VERMONT
WEST VIRGINIA (7/03/80)
WISCONSIN (8/01/80)

-- This endorsement alters the provisions for

BLANKET LIABILITY INSURANCE — COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE — COVERAGES A AND B
SPECIAL MULTI-PERIL LIABILITY INSURANCE

This insurance does not apply to Bodily Injury* or Property Damage caused by or resulting from the discharge or escape of matter into or on

(a) water, or
(b) air, or
(c) real property or
(d) personal property

This exclusion applies to any such discharge that occurs before or during the policy period.

This insurance will apply to a discharge that is
(a) sudden, and
(b) unexpected and
(c) unknowingly caused, and
(d) unintentional, and
(e) occurs during the policy period

*In the event this form is attached to a Commerc stituted for "Bodily Injury."

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY W

INSURED							NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE (at the hour of day stated in the policy)				$	$		$	$	
POLICY NUMBER									
POLICY EXP. DATE	GSL ACCT. NUMBER								
ENDORSEMENT NUMBER	TYPING DATE								
SERVICE OFFICE									
				TOTALS GROSS					

AUTHORIZED REPRESENTATIVE

NET $ _____ _____ RP _____ AP

C GL 21 201 4/80

Replaces C-1597, C-1599; C-1616, C-1634 & C-2335.

SAFECO

SECTION II – LIABILITY

MARSH & MCLE[illegible], INC.

REVISE[illegible] ADDITIONAL DECLARATIONS ENDORSEMEN[illegible]

This endorsement modifies insurance provided by the policy identified below and will replace any additional declarations issued before. No insurance is pr[illegible] vided for any coverage unless a specific limit of the company's liability for such coverage is shown below. An "X" placed in the box beside any item belo[illegible] indicates a change made in the policy.

Coverage	Limits of Liability	
1. LIABILITY	Coverage A - Bodily Injury	Coverage B - Property Damage
(a) **Divided Limits Plan**	$ 300,000. each occurrence	$ 100,000. each occurrence
☐ Other Than Automobile	$ 300,000. aggregate	$ 100,000. aggregate
☐ (b) **Combined Limits Plan**	Coverages _____	$ _____ each occurrence

☐ (c) The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-1138

☐ (d) The following "hazards" as defined by the form entitled "Conditions Applicable Only to Section II" are excluded therefrom:

2. MEDICAL

☐ Coverage E - Premises	$ _____ each person	$ _____ each accident
☐ Coverage M - Personal	$ _____ each person	$ _____ each accident

3. PERSONAL INJURY

☒ Including an offense within the following groups of offenses _____ Insured's participation _____

☐ Exclusion C Deleted ☐ Yes ☐ No Coverage P $ _____ aggregate

4. PERSONAL LIABILITY ☒ indicates coverage is applicable.

☐ ☐ Coverage L - Personal Liability - The limit of liability is the same as shown for A and B but not less than $25,000 Combined Limits.

☐ ☐ Coverage N - Physical Damage to Property - $250 each occurrence is applicable unless the box for $500 coverage is checked. ☐ $50

5. ☒ Any explanation and/or other change:

DELETING PERSONAL INJURY COVERAGE PER FORM C-1142.

ADDING EXTENDED LIABILITY COVERAGE PER FORM C-1731 (3/82).

ADDING FORM C-2604 (1/73) ATTACHED.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PLYWOOD ASSOCIATION	COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	4-23-84 (at the hour of day stated in the policy)				$	$		$	$	
POLICY NUMBER	CP 845038-A									
POLICY EXP DATE	4-23-85									
ENDORSEMENT NUMBER	TYPING DATE 4-25-84									
SERVICE OFFICE	PORTLAND									
				TOTALS GROSS						

NET $ _____ RP _____ AP

Authorized Representative _____ Schedule A

ATTENTION POLICY SERVICE: Attach premium worksheet for coding if required.

(continued on reverse side)

UNDERWRITING DAILY

SAFECO

SECTION II - LIABILITY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

ADDITIONAL DECLARATIONS

Policy No. CP 646638-A

This schedule is attached to, and forms a part of the policy specified above.

Limits of Liability.

No insurance is provided for any coverage unless a specific limit of the company's liability for such coverage is shown below.

Limits of Liability

LIABILITY

	Coverage A - Bodily Injury	Coverage B - Property Damage
(a) Divided Limits Plan	$ 300,000. each occurrence	$ 100,000. each occurrence
Other Than Auto	$ 300,000. aggregate	$ 100,000. aggregate
(b) Combined Limits Plan	Coverages _____	$ _____ each occurrence

(c) Coverage Forms

The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-1138

(d) Hazards Excluded

The following "hazards" as defined by the form entitled "Policy Conditions and Definitions" are excluded therefrom:

MEDICAL

Coverage E - Premises	$ _____ each person	$ _____ each accident
Coverage M - Personal	$ _____ each person	$ _____ each accident

PERSONAL INJURY Coverage P $ 300,000. aggregate

including an offense within the following groups of offenses A-B-C insured's participation NIL

Exclusion C Deleted ☒ Yes ☐ No

PERSONAL LIABILITY [Y] indicates coverage is applicable

[ ] Coverage L - Personal Liability - The limit of liability is the same as shown for A and B but not less than $25,000 Combined Limits

[ ] Coverage N - Physical Damage to Property - $250 each occurrence is applicable unless the box for $500 coverage is checked [ ] $500

(continued on reverse side)

Schedule A

UNDERWRITING DAILY

PRINTED IN U.S.A.

SAFECO

P ICY CHANGE ENDORSEMEN

onsideration of the premium shown below, it is ag / s policy is changed as follows: MARSH & A AN, INC. 3-170

SECTIONS

FOLLOWING FORMS ARE ADDED TO AND MADE A PART OF THE POLICY: IL0915(1/83)

TION II - LIABILITY

FOLLOWING FORMS ARE ADDED TO AND MADE A PART OF THE POLICY:'
21200(3/80), CGL21201(7/82)

FOLLOWING FORMS ARE HEREBY DELETED FROM THE POLICY:
21200(10/79), C1599(1/72)

OPERTY COVERAGE (SECTION I)

COVERAGE DESCRIPTION	LOC. NO.	BLDG. NO.	LIMITS OF LIABILITY PREVIOUS LIMIT	LIMITS OF LIABILITY NEW LIMIT	CO-INS. %	OLD RATE	NEW RATE	☐ ANNUAL ☐ 3 YEAR PREMIUM OLD PREMIUM	NEW PREMIUM	DIFFERENCE	UNEARNED SR/PR FACTOR	☐ ADDITIONAL PREMIUM RETURN PREMIUM ☐
			$	$				$	$	$		$
							TOTAL SECTION I CHANGE ▶	$	$	$		

OTHER COVERAGES

COVERAGE · AMOUNT · CLASS · CODE	RATE	EXPOSURE	☐ ANNUAL ☐ 3 YEAR PREMIUMS OLD PREMIUM	NEW PREMIUM	DIFFERENCE	UNEARNED SR/PR FACTOR	☐ ADDITIONAL PREMIUM RETURN PREMIUM ☐
			$	$	$		$
		TOTAL CHANGE THIS ENDORSEMENT ▶	$	$	$		$
		REVISED POLICY/INSTALLMENT PREMIUM ▶	$	$			

(SUBSEQUENT INSTALLMENTS MAY BE SUBJECT TO REVISION)

AMOUNT DUE NOW
☐ INSURED ☐ COMPANY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PLYWOOD ASSOCIATION		
ENDORSEMENT EFFECTIVE	4-23-83 (at the hour of day stated in the policy)		
POLICY NUMBER	CP 646638 A		
POLICY EXP. DATE	4-23-85	GSL ACCT. NUMBER	
ENDORSEMENT NUMBER		TYPING DATE	4-15-83
SERVICE OFFICE	MH:TS:5		

AGENCY NAME _____

AUTHORIZED REPRESENTATIVE

SAFECO

SAF. INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

EMPLOYEE BENEFITS LIABILITY
(COVERAGE SUPPLEMENT)

1. ADDITIONAL DECLARATIONS

500000 500000

(a) Limit of Liability: $ ~~300,000.~~ Each Claim $ ~~300,000.~~ Aggregate Per Policy Year

(b) Deductible Amount: $ 1,000.00

(c) Premium Computation:

Estimated No. of Employees	Rate (Per Employee)	Estimated Premium	
203	~~.054~~ .093	Basic Charge	$ INCL.
			$
		Total	$ INCL.

(d) Minimum Premium: $ ~~146.~~ 223.M

2. INSURING AGREEMENTS

(a) **Coverage**

The company will pay on behalf of the **insured**, all sums which the **insured** shall become legally obligated to pay as a result of damages sustained by an **employee**, prospective **employee**, former **employee** or the beneficiaries or legal representatives thereof, caused by any negligent act or omission of the **insured**, or any other person for whose acts the **insured** is legally liable in the **administration** of the **insured's Employee Benefit Programs.**

(b) **Deductible**

The deductible amount stated in the Additional Declarations shall be deducted from the amount of all claims arising out of the same negligent act or omission and the company shall be liable for loss only in excess of that amount.

However in event of any claim, irrespective of the amount, notice thereof shall be given by or on behalf of the **insured** to the company, in accordance with the terms of this insurance and the company may at its option, investigate, negotiate or settle such claim. If claim is paid by the company, the **insured** agrees to reimburse the company for the deductible amount advanced by it.

(c) **Defense, Settlement, Supplementary Payments**

The company will pay, in addition to the applicable limit of liability:

(1) all expenses incurred by the company, all cost 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 of this policy, and the cost of bail bonds required of the **insured** 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, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

(d) **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, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;

(3) To any claim for failure of performance of contract by any insurer;

(4) To any claim based upon failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability benefits.

(5) To any claim based upon:

(i) failure of Investment securities to perform as represented by an **insured**;

(ii) advice given by an **insured** to an **employee** concerning participation in stock subscription plans;

(iii) fiduciary liability imposed by the Employee Retirement Income Security Act of 1974.

3. DEFINITIONS

(a) **"Insured"** — The unqualified word "insured," wherever used, includes not only the **named insured**, but also any partner, officer, director, or stockholder, or any **employee** who is authorized to act in the **administration** of the **insured's Employee Benefit Programs.**

(b) **"Employee Benefit Programs"** — The term "Employee Benefit Programs" shall mean group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.

(c) **"Administration"** — The unqualified word "administration," wherever used, shall mean:

(1) Giving counsel to **employees** with respect to the **Employee Benefit Programs;**

(2) Interpreting the **Employee Benefit Programs;**

(3) Handling of records in connection with the **Employee Benefit Programs;**

(4) Effecting enrollment, termination or cancellation of **employees** under the **Employee Benefit Programs;**

provided all such acts are authorized by the **named insured.**

(d) **"Employee"** — The unqualified word "employee" includes employees, former employees, retired employees, directors and former directors of the **named insured**, and their heirs, legatees and legal representatives.

SAFECO

DEDUCTIBLE LIABILITY INSU NCE

MARSH & MCLENNAN, INC.
3-170

This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE—COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the **insured** applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
   (a) **PER CLAIM BASIS** — If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all **damages** because of **bodily injury** sustained by one person, or to all **property damage** sustained by one person or organization, as the result of any one **occurrence.**
   (b) **PER OCCURRENCE BASIS** — If the deductible is on a "per **occurrence**" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all **damages** because of all **bodily injury** or **property damage** as the result of any one **occurrence.**
3. 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.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

SCHEDULE

Coverage	Amount and Basis of Deductible
Bodily Injury Liability	$ _____ per claim
	$ _____ per **occurrence**
Property Damage Liability	$ _____ per claim
	$ 250. per **occurrence**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):

_____

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED		COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE 4-23-84 (at the hour of day stated in the policy)					$	$		$	$	
POLICY NUMBER CP 646638-A										
POLICY EXP. DATE	GSL ACCT NUMBER									
ENDORSEMENT NUMBER	TYPING DATE 4-25-84									
SERVICE OFFICE										
					TOTALS GROSS					

_____
AUTHORIZED REPRESENTATIVE

SAFECO

ADDITIONAL INSURED (EMPLOYEES)

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

BLANKET LIABILITY INSURANCE – COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to **bodily injury** to (a) another employee of the **named insured** arising out of or in the course of his employment or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof;
2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the **named insured** or (b) the **named insured**, or, if the **named insured** is a partnership or joint venture, any partner or member thereof.

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED			COVER AGE	CLASS CODE	UNEARNED SR PR FACTOR	OLD FULL TERM PREMIUM	RETURN PREMIUM		NEW FULL TERM PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	(as shown on the policy)					$	$		$	$	
POLICY OR BOND NUMBER											
POLICY EXP. DATE	MPS ACCT NUMBER										
ENDORSEMENT NUMBER	EXPIRING DATE										
SERVICE OFFICE											
S SAFECO INSURANCE COMPANY OF AMERICA G GENERAL INSURANCE COMPANY OF AMERICA F FIRST NATIONAL INSURANCE COMPANY OF AMERICA (Policy or Bond is issued by the company designated by initial)											
						TOTALS GROSS					

RESIDENT LICENSED AGENT

SAFECO

PERSONAL INJURY LIABILITY INSURANCE

1. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A — false arrest, detention or imprisonment, or malicious prosecution;

Group B — the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; 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**;

Group C — wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** 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.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;

(d) to **personal injury** arising out of any publication or utterance described in Group B, 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;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

2. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as 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;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** 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 this policy as a **named insured**.

3. LIMITS OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (a) **insureds** under this policy, (b) persons or organizations who sustain **personal injury**, or (c) claims made or suits brought on account of **personal injury**, the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the **insured**, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

4. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those **damages** which are payable because of **personal injury** arising out of an offense to which this insurance applies.

POLICY:	CP646638A
EFFECTIVE:	4/23/79-4/23/82
LIABILITY FORM:	C-1138 4/78
CONDITIONS FORM:	C-1652 8/78
POLLUTION EXCLUSION:	C-1599 1/72

SAFECO

BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

1. COVERAGE A – BODILY INJURY – except Automobile

COVERAGE B – PROPERTY DAMAGE – except Automobile

The company will pay all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **occurrence**. The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily 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. 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.

Exclusions

This insurance does not apply

(a) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
  (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;
  but this exclusion does not apply to the parking of an automobile on insured premises, if such **automobile** is not owned by or rented or loaned to any **insured**;

(b) to **bodily injury** or **property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;

(c) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under any contract;

(e) to **property damage**: (1) to property owned or transported by the **insured**; (2) to property occupied by or rented to the **insured**; (3) to property under **bailment** to the **insured** (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements), (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the **insured**; or (ii) out of which such injury or destruction arises; (5) to premises alienated by the **named insured** arising out of such premises or any part thereof; (6) to the **named insured's products** arising out of such products or any part of such products; (7) with respect to the **completed operations hazard** and with respect to any classification stated in the company's manual as "including completed operations," to work performed by or on behalf of the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;

(f) 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 of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(g) to **bodily injury** or **property damage** arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; (2) and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(h) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
  (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
  (2) 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**;

(i) to **contractual liability** assumed by the **insured**, if the **insured** or his indemnitee is an architect, engineer or surveyor, for **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured** or indemnitee, including:
  (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
  (2) supervisory, inspection or engineering services.

(j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any **insured** which are not connected with the business of any **insured**.

2. COVERAGE E – PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy

Exclusions

This insurance does not apply:

(a) to **bodily injury**
  (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
    (i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
    (ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;
    but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;
  (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
  (3) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(b) to **bodily injury**
  (1) included within the **completed operations hazard** or the **products hazard**;
  (2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;
  (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **named insured** is such an owner or lessor;
  (4) included within the **war hazard**;

(continued on reverse side)

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(c) to **bodily injury**

(1) to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) the **named insured** and, if an individual, the spouse of such **named insured** if a resident of the same household;

(b) for Coverages A and B

(1) if the **named insured** is designated in the declarations as

(i) 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;

(ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(2) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(3) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to:

(A) **bodily injury** to any fellow employee or

(B) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily 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 this policy as a **named insured.**

4. LIMITS OF LIABILITY

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.**

Regardless of the number of **insureds** under this policy, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each **occurrence**" is the total limit of the company's liability under the **bodily injury** liability and **property damage** liability coverages combined for all damages as the result of any one **occurrence** provided:

(1) with respect to damages included within the (i) **completed operations hazard** and the (ii) **products hazard,** such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence;**

(2) with respect to all damages arising out of **property damage** (other than the **completed operation hazard,** or the **products hazard**) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence,** but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the **insured;**

(3) with respect to any **occurrence** for which the notice of this policy is given in lieu of security, or when 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

(b) Divided Limits Plan

Coverage A —

The total liability of the company for all **damages** including damages for care and loss of services because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate."

Coverage B —

The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured.**

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

Coverage E —

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

5. TERRITORIAL APPLICATION

This insurance applies only to **bodily injury** or **property damage** which occurs: (a) for Coverages A and B, during the policy period within the **policy territory;** (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**contractual liability**" means liability expressly assumed under a contract or agreement; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named**

(continued on following page)

insured will be done in a workmanlike manner;

"insured premises" for Coverage E, means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"war hazard" includes all **bodily injury** and **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.

7. ADDITIONAL CONDITIONS

(a) **Medical Reports; Proof and Payment 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, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amoung payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

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POLICY CONDITIONS AND DEFINITIONS

GENERAL CONDITIONS

The following Conditions apply except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

1. **Premium.** 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.

   If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

   If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the company prior to each anniversary date, if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company.

2. **Time of Inception.** To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

3. **Cancellation.** This policy may be canceled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the **named insured** at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. 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 the **named insured** or by the company shall be equivalent to mailing.

   If the **named insured** cancels, the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the 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.

   Notice of cancellation addressed to the **named insured** and mailed to the mailing address shown in the Declaration shall be sufficient notice to effect cancellation of this policy.

4. **Concealment or Fraud.** This policy is void if any **insured** has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. However, if the **named insured** shall die, this insurance shall apply:

   (a) to the **named insured's** legal representative as the **named insured**, but only while acting within the scope of his duties as such, or

   (b) to the person having temporary custody of the property, of the **named insured** but only until the appointment and qualification of the legal representative.

6. **Subrogation.**

   (a) In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery 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.

   (b) The company shall not be bound to pay any loss if the **insured** has impaired any right of recovery for loss, however, it is agreed that the **insured** may

   (1) as respects property while on the premises of the **insured**, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the **insured** to recover hereunder, and

   (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. **Inspection and Audit.** 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 regulation.

   The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

8. **Liberalization Clause.** In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and:

   (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception, and

   (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium,

   the benefit of such extended or broadened insurance shall inure to the benefit of the **insured** as though the endorsement or substitution of form has been made.

9. **Insurance Under More Than One Coverage, Part or Endorsement.** In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the company shall not be liable for more than the actual loss or damage sustained by the **insured**.

10. **Waiver or Change of Provisions.** The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

DEFINITIONS APPLICABLE TO SECTION II

We are in the process of making our policies easier to read. Because there are so many different forms we cannot rewrite them all at one time. For a time then, where used in this policy, "you" and "your" refer to the "named insured" shown in the Declarations. "We," "Us" and "Our" refer to the company providing this insurance.

When used in this policy (including endorsements forming a part hereof)

"Alcoholic Beverage Hazard" means **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable

(a) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(b) if not so engaged, as an owner or lessor of premises used for such purposes

by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a minor,

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person,

but parts (2), (3) and (4) of this exclusion do not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (b) above.

"automobile" means a land motor vel [illegible] iler or semitrailer designed for travel on public roads (includ [illegible] any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include **mobile equipment;**

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking **automobiles;**

"bailment" means a delivery of property by any person to the **insured** for some purpose beneficial to either the **insured** or such person or both under a contract, express or implied, for the **insured** to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the **insured** under any contract or agreement except an **incidental contract;** but this definition does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmånlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting thereform;

"Broad Form Property Damage Hazard" means property damage to

(a) property used by the **insured,** or

(b) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured.**

"Collapse Hazard" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to

(a) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or

(b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof

The **collapse hazard** does not include **property damage**

(a) arising out of operations performed for the **named insured** by independent contractors; or

(b) included within the **completed operations hazard** or the **underground property damage hazard;** or

(c) for which liability is assumed by the **insured** under an **incidental contract;**

"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:

(a) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed.

(b) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(c) 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 a 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 conn [illegible] with the transportation of property, unless the **bodily inju** [illegible] 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";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"Explosion Hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage**

(a) arising out of the explosion of air or stream vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or

(b) arising out of operations performed for the **named insured** by independent contractors; or

(c) included within the **completed operations hazard** or the **underground property damage hazard;** or

(d) for which liability is assumed by the **insured** under an **incidental contract;**

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) **elevator** maintenance agreement;

"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

"Malpractice and Professional Services Hazard (Form A)" means **bodily injury** or **property damage** due to

(a) the rendering of or failure to render

(1) medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;

(2) any service or treatment conducive to health or of a professional nature; or

(3) any cosmetic or tonsorial service or treatment;

(b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances, or

(c) the handling of or performing of autopsies on dead bodies

"Malpractice and Professional Services Hazard (Form B)" means **bodily injury** or **property damage** due to the rendering of or failure to render any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;

"Malpractice and Professional Services Hazard (Form C)" means **bodily injury** or **property damage** due to the rendering of or failure to render any professional service

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the **named insured,** including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in

transit type); graders, scrap [illegible] rol[illegible] and other road construction or repair equipment; air [illegible]pressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his 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 container, rented to or located for use of others but not sold;

"occurrence" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured;**

"policy territory" means anywhere in the world, provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"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;

"property damage" means (a) 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 (b) 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;

"suit" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

"Underground Property Damage Hazard" includes **underground propertry damage** as defined herein and **property damage** to any other property at any time resulting therefrom. **"Underground property damage"** means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

The **underground property damage hazard** does not include **property damage**

(a) arising out of operations performed for the **named insured** by independent contractors; or

(b) included within the **completed operations hazard;** or

(c) for which liability is assumed by the **insured** under an **incidental contract;**

CONDITIONS APPLICABLE TO SECTION II

1. **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, 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 **bodily injury** to which this policy applies;

   (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation o[illegible]fen[illegible] any claim or suit, including actual loss of ear[illegible]gs not to exceed $25 per day.

2. **Premium.** 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 cloe of each 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.**

   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.

3. **Financial Responsibility Laws.** Such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

   (a) 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 by or for the **insured** to the company or any of its authorized agents as soon as practicable.

   (b) If 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.

   (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the accident.

5. **Action Against Company.** 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.

   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 in 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.

6. **Other Insurance.** If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the **insured** (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss, except that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the **insured** a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance

which is available to the **insured.**

7. **Arbitration.** The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

8. **Annual Aggregate.** If this policy is issued for a period in excess of one year, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9. **Nuclear Exclusion.**
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 limit of liability; or
(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) 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 damage 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 damage resulting from the hazardous properties of nuclear material, if
(1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) 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 damage arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the [illegible]ning, 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.

As used in this exclusion

"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

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

BLANKET LIABILITY INSURANCE – COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE – COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

POLLUTION EXCLUSION

It is agreed that the insurance does not apply to **Bodily Injury*** or **Property Damage** caused by or resulting from the **discharge of matter** (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property; provided, however, that this endorsement shall not exclude insurance with respect to the **discharge of matter,** if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

(a) **"discharge of matter"** means the emission of **matter** through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;

(b) **"matter"** means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

*In the event this form is attached to a Commercial Top Notch Policy **"Personal Injury"** shall be substituted for **"Bodily Injury."**

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA SECRETARY

GORDON H. SWEANY PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED				COVER AGE	CLASS OF CODE	UNEARNED SHIPR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP DATE		MPF ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
S = SAFECO INSURANCE COMPANY OF AMERICA G = GENERAL INSURANCE COMPANY OF AMERICA F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA (Policy or Bond is issued by the company designated by initial)							TOTALS GROSS					

PRESIDENT LICENSED AGENT

POLICY:	CP646638
EFFECTIVE:	4/23/76-4/23/79
LIABILITY FORM:	C-10 9/74
CONDITIONS FORM:	C-1652 5/74
POLLUTION EXCLUSION:	C-1599 1/72

SAFE INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

BLANKET LIABILITY INSURANCE

(COVERAGE SUPPLEMENT)

1. **COVERAGE A – BODILY INJURY** – except Automobile
   COVERAGE B – PROPERTY DAMAGE – except Automobile
   COVERAGE C – BODILY INJURY – Automobile
   COVERAGE D – PROPERTY DAMAGE – Automobile

   With respect to such of the foregoing coverages as have become effective under the provisions of the declarations page of this policy, the company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **occurrence.** The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily 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. 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.

   Exclusions

   This insurance does not apply:

   (a) to **bodily injury** or **property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;

   (b) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

   (c) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured;** but this exclusion does not apply to liability assumed by the **insured** under any contract;

   (d) to **property damage:** (1) to property owned or transported by the **insured;** (2) to property occupied by or rented to the **insured,** except damage to a rented residence or private garage caused by a **private passenger automobile;** (3) to property under **bailment** to the **insured** (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the **insured,** or (ii) out of which such injury or destruction arises; (5) to premises alienated by the **named insured** arising out of such premises or any part thereof; (6) to the **named insured's products** arising out of such products or any part of such products; (7) to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof or out of materials, parts or equipment furnished in connection therewith;

   (e) 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 of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

   (f) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

   (g) to loss of use of tangible property which has not been physically injured or destroyed resulting from

   (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

   (2) 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;**

   (h) to **contractual liability** assumed by the **insured,** if the **insured** or his indemnitee is an architect, engineer or surveyor, for **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured** or indemnitee, including

   (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

   (2) supervisory, inspection or engineering services.

   (i) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to any **insured,** or (2) any other aircraft operated by any person in the course of his employment by any **insured;**

   (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any **insured** which are not connected with the business of any **insured.**

2. **COVERAGE E – PREMISES MEDICAL PAYMENTS**

   The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury,** provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

   Exclusions

   This insurance does not apply:

   (a) to **bodily injury**

   (1) arising out of the ownership, maintenance, operation, use, loading or unloading of

   (i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured,** or

   (ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured;**

   but this exclusion does not apply to the parking of an **automobile** on the **insured premises,** if such **automobile** is not owned by or rented or loaned to any **insured;**

   (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

   (3) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured;**

   (b) to **bodily injury**

   (1) included within the **completed operations hazard or the products hazard;**

   (2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures

(continued on reverse side)

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **named insured** is such an owner or lessor;

(4) included with the **war hazard;**

(c) to **bodily injury**

(1) to the **named insured,** any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any **medical expense** for services by the **named insured,** any employee thereof or any person or organization under contract to the **named insured** to provide such services.

3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) the **named insured** and, if an individual, the spouse of such **named insured** if a resident of the same household;

(b) for Coverages A and B

(1) if the **named insured** is designated in the declarations as

(i) 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;

(ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(2) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured;** and

(3) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment; and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to

(A) **bodily injury** to any fellow employee of such person injured in the course of his employment; or

(B) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured**, or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured.**

(c) for Coverages C and D

(1) any partner or executive officer thereof, but with respect to a **non-owned automobile** only while such **automobile** is being used in the business of the **named insured;**

(2) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **named insured,** provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **insured** only if he is: (i) a lessee or borrower of the **automobile,** or (ii) an employee of the **named insured** or of such lessee or borrower;

(3) any other person or organization but only with respect to his or its liability because of acts or omissions of the **named insured** or an **insured** under (1) or (2) above.

None of the following is an **insured:**

(1) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;

(2) the owner or lessee (of whom the **named insured** is a sublessee) of a **hired automobile,** or the owner of a **non-owned automobile,** or the owner of an **automobile** leased under contract for one year or more to the **named insured,** or any agent or employee of any such owner or lessee;

(3) an executive officer with respect to an **automobile** owned by him or by a member of his household;

(4) 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.**

This insurance does not apply to **bodily injury** or **property damage** arising out of (1) a **non-owned automobile** used in the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured** or (2) if the **named insured** is a partnership, an **automobile** owned by or registered in the name of a partner thereof, unless such partner is named as an individual **named insured.**

4. LIMITS OF LIABILITY

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.**

Regardless of the number of **insureds** under this policy, or **automobiles** to which this policy applies, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each **occurrence**" is the total limit of the company's liability under the **bodily injury** liability and **property damage** liability coverages combined for all damages as the result of any one **occurrence** provided:

(1) with respect to all damages included within the (i) **completed operations hazard** and the (ii) **products hazard,** such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence;**

(2) with respect to all damages arising out of **property damage** (other than **automobile,** the **completed operation hazard,** or the **products hazard**) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence,** but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the **insured;**

(3) with respect to any **occurrence** for which the notice of this policy is given in lieu of 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

(b) Divided Limits Plan

Coverage A –

The total liability of the company for all **damages** (including damages for care and loss of services because of **bodily injury** sus-

(continued on following page)

tained by one or more persons in the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate."

Coverage B –

The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured.**

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

Coverages C and D –

(1) The limit of **bodily injury** liability expressed in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of **bodily injury** sustained by one person as the result of any one **occurrence;** but the total liability of the company for all damages because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence.**"

(2) The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence.**"

Coverage E –

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

5. POLICY PERIOD

This insurance applies only to **bodily injury** or **property damage** which occurs: (a) for Coverages A, B, C and D, during the policy period within the **policy territory;** (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**aircraft or automobile hazard**" includes **bodily injury** and **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, **automobile** or **midget automobile;** but this hazard does not include: (a) **bodily injury** to any **domestic employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft or (b) except with respect to aircraft, **bodily injury** or **property damage** occurring on the **insured premises** or the ways immediately adjoining on land or (c) **bodily injury** or **property damage** arising out of the use of a land public conveyance by the **insured** as a passenger;

"**automobile business**" means the business or occupation of selling, repairing, servicing, storing or parking **automobiles;**

"**contractual liability**" means liability expressly assumed under a contract or agreement; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"**domestic employee**" means an employee of an **insured** performing duties not in connection with the **business** of the **insured;**

"**fire hazard**" includes **property damage** to any **premises** not owned by an **insured** and to house furnishings therein if such **property damage** arises out of (a) fire, (b) explosion, or (c) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"**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 by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the **named insured** or (b) an employee or agent of the **named insured** who is granted an operating allowance of any sort for the use of such **automobile;**

"**insured premises**"

for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"**midget automobile**" means a land motor vehicle of the type commonly referred to as a "midget automobile," "kart," "go-kart," "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"**non-owned automobile**" means an **automobile** which is neither an **owned automobile** nor a **hired automobile;**

"**owned automobile**" means an automobile owned by or leased under contract for one year or more to the **named insured;**

"**private passenger automobile**" means a four wheel private passenger, station wagon or jeep type **automobile;**

"**trailer**" includes semitrailer but does not include **mobile equipment;**

"**war hazard**" includes all **bodily injury** and **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.

7. ADDITIONAL CONDITIONS

(a) **Medical Reports; Proof and Payment 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, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or except hereunder of the company.

(b) **Excess Insurance - Hired and Non-Owned Automobiles**

With respect to a **hired automobile** or a **non-owned automobile,** this insurance shall be excess insurance over any other valid and collectible insurance available to the **insured.**

CONDITIONS APPLICABLE ONLY TO SECTION II

1. 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 **bodily injury** to which this policy applies;

(d) 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.

2. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include **mobile equipment**;

"automobile hazard" includes **bodily injury** or **property damage** arising out of:

(a) the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** owned or operated by or rented or loaned to any **insured**, or

(2) any other **automobile** operated by any person in the course of his employment by any **insured**;

but this definition does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**.

(b) and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

"bailment" means a delivery of property by any person to the **insured** for some purpose beneficial to either the **insured** or such person or both under a contract, express or implied, for the **insured** to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this definition does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"Broad Form Property Damage Hazard" means property damage to

(a) property used by the **insured**, or

(b) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**.

"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:

(a) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(b) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(c) 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 a 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";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) **elevator** maintenance agreement;

"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.

(continued on reverse side)

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his 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 container, rented to or located for use of others but not sold;

"non-owned automobile hazard" means any **automobile** other than an **owned** or **hired automobile** or, if the **named insured** is an individual, an **automobile** personally operated by the **named insured** or members of his family;

"occurrence" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means anywhere in the world; provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"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;

"property damage" means (a) 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 (b) 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;

"suit" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

3. Financial Responsibility Laws

Such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) 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 by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If 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.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company

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.

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.

6. Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the **insured** (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the **insured** a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the **insured.**

7. Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

8. Arbitration

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

9. Policy Term

In the event the policy is written without any insurance afforded under Section I — "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the **insured** as stated in the Declarations, otherwise such time shall be Noon Standard Time. This Provision is not applicable in California and Oregon.

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

BLANKET LIABILITY INSURANCE – COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE – COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

POLLUTION EXCLUSION

It is agreed that the insurance does not apply to **Bodily Injury*** or **Property Damage** caused by or resulting from the **discharge of matter** (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property, provided, however, that this endorsement shall not exclude insurance with respect to the **discharge of matter**, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

(a) **"discharge of matter"** means the emission of **matter** through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever.

(b) **"matter"** means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

*In the event this form is attached to a Commercial Top Notch Policy **"Personal Injury"** shall be substituted for **"Bodily Injury."**

This endorsement is executed by the company stated in the schedule hereunder.

W. B. HAMMERLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

NAMED INSURED											
ENDORSEMENT EFFECTIVE		(at the hour of the stated on the policy)				$		$		$	
POLICY ORIGINAL NUMBER		ISSUING OFFICE									
POLICY EXP. DATE		MPL ACCT NUMBER									
ENDORSEMENT NUMBER		TYPING DATE									

G SAFECO INSURANCE COMPANY OF AMERICA
G GENERAL INSURANCE COMPANY OF AMERICA
F FIRST NATIONAL INSURANCE COMPANY OF AMERICA
Policy is issued by the company designated by initials

TOTAL CHARGE

ADDITIONAL DECLARATIONS

Policy No. CP 646638

This schedule is attached to, and forms a part of the policy specified above.

Limits of Liability. No insurance is afforded under any coverage unless specific limits of liability as to such coverage are set forth below. The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

Limits of Liability

LIABILITY

	Coverage A — Bodily Injury	Coverage B — Property Damage
(a) Divided Limits Plan	$ 300,000. each occurrence	$ 100,000. each occurrence
(1) Other Than Automobile	$ 300,000. aggregate	$ 100,000. aggregate
	Coverage C — Bodily Injury	Coverage D — Property Damage
(2) Automobile	$ 300,000. each person	$ 100,000. each occurrence
	$ 300,000. each occurrence	
(b) Combined Limits Plan	Coverages _____	$ _____ each occurrence

(c) Coverage Forms

The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-10

(d) Hazards Excluded

The following "hazards" as defined by the form entitled "Conditions Applicable Only to Section II" are excluded therefrom:

MEDICAL

Coverage E — Premises	$ _____ each person	$ _____ each accident
Coverage F — Automobile	$ _____ each person	
Coverage M — Personal	$ _____ each person	$ _____ each accident
Coverage F		

Designation of person(s) insured: _____

Designation of automobiles Division 1 _____

NO-FAULT AUTOMOBILE COVERAGES

[X] indicates coverage is applicable.

[X] Basic Personal Injury Protection	$ NIL. deductible	
[ ] Additional Personal Injury Protection	$ _____	$ _____ deductible
[ ]		

PERSONAL INJURY

Coverage P $ 300,000. aggregate

Including an offense within the following groups of offenses 300,000. W/EXCL. 'C' Insured's participation _____ %

DELETED

PERSONAL LIABILITY

[X] indicates coverage is applicable.

[ ] Coverage L — Personal Liability — The limit of liability is the same as shown for A and B but not less than $25,000 Combined Limits.

[ ] Coverage N — Physical Damage to Property — $250 each occurrence is applicable unless the box for $500 coverage is checked. [ ] $500

UNINSURED MOTORISTS

Coverage U — Bodily Injury	$ 15,000. each person	$ 30,000. each accident
Property Damage †	$ _____ each accident	$ _____ deductible

†Where applicable by law.

Designated insured: NAMED INSURED

Description of insured highway vehicles ANY AUTO OWNED BY THE NAMED INSURED

(continued on reverse side)

Schedule A

This memorandum is for information only. It is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this cer-

SECTION III CRIME

Policy No. CP 646638

The premises are located at the address shown in the declarations unless otherwise stated herein:
(Enter "same" if same as in the declarations)

1 SAME
2
3
4

(Number Street Town State)

No other business is conducted in the premises, unless otherwise stated herein:

Safe Classification: _____ The alarm system is classified as ☐ Central ☐ Local. Certificate No. _____

All words or phrases (other than captions) printed in Bold Face are defined in the policy.

Limits of Liability. No insurance is afforded under any insuring agreement unless specifically stated or specific limits of liability as to such insuring agreement are set forth below: The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

Insuring Agreements	$ Limit of Liability LOC. 1	LOC. 2	LOC. 3	LOC. 4
1. **Burglary and Robbery**				
(a) Paymaster Robbery - On a Messenger Accompanied by _____ Guards.				
(b) Robbery Inside the Premises				
(c) Robbery Outside the Premises				
(d) Home of Messenger-Burglary only ☐ Theft ☐				
(e) Open Stock Burglary 60 % 2,000. (Coinsurance Percent) (Coinsurance Limit)	3,000.			
(f) Safe Burglary				
(g) Burglary (not exceeding $50.00)				
2. **Comprehensive Dishonesty, Disappearance and Destruction**				
(I) Employee Dishonesty — ☐ Option A — ☐ Option B.				
(II) Loss Inside the Premises				
(III) Loss Outside the Premises				
(IV) Money Orders and Counterfeit Paper Currency				
(V) Depositors Forgery				
(VI) Merchandise Burglary _____ % _____ (Coinsurance Percent) (Coinsurance Limit)				
3. **Blanket Crime** Total Limit of Liability				
4. **Broad Form Storekeepers** Limit of insurance under each of Insuring Agreements I through IX Except under Insuring Agreement V, such limit applies in excess of a deductible of $ _____ as to loss under one or more of said Insuring Agreements.				
5. **Storekeepers Burglary and Robbery** Limit of insurance under each of Insuring Agreements I to VII inclusive				
6. **Office Burglary and Robbery** Limit of insurance under each of Insuring Agreements I through VI				
7. **OTHER**				

State Supplement Name(s) and Form Number(s) attached hereto.

The liability of the company is subject to the terms of the following endorsements (indicated by form No.) attached hereto: _____

C-960; C-1055; C-1373

The insured by the acceptance of this policy, gives notice to the company of election to terminate or cancel prior bond or policy No(S): _____

such termination or cancellation to be effective as of the time this policy becomes effective.

Schedule A

This memorandum is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this certificate, has been issued by the company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms

SAFECO

Bond R
5/24

In consideration of a return premium ~~XX~~ TO BE ADJUSTED AT AUDIT the insurance afforded by this policy with respect to the following coverage(s) "ADDITIONAL INSURED (VENDORS BROAD FORM)" FORM C-2113 is hereby eliminated.

This endorsement is effective:

~~XXXX~~ 4 23 77
MONTH DAY YEAR
(Time and date of signature)

Linnton Plywood Assoc

Accepted: X R. M. Graeffner
Signature of Named Insured

All terms and conditions of the policy, issued by the company stated in the declarations, remain unchanged except as amended by this endorsement.

W. D. Hammersla
W. D. HAMMERSLA, SECRETARY

Gordon H. Sweany
GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PLYWOOD ASSOCIATION			COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM
ENDORSEMENT EFFECTIVE	4-23-77	(at the hour of day stated in the policy)					$	$		$	$
POLICY OR BOND NUMBER	CP 645633	SERVICE OFFICE	RK:AC:5								
POLICY EXP. DATE	4-23-79	MPP ACCT. NUMBER									
ENDORSEMENT NUMBER		TYPING DATE	5-20-77								
S = SAFECO INSURANCE COMPANY OF AMERICA G = GENERAL INSURANCE COMPANY OF AMERICA F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA							TOTALS GROSS				

POLICY:	CP646638
EFFECTIVE:	4/23/73-4/23/76
LIABILITY FORM:	C-10 1/73
CONDITIONS FORM:	C-1652 1/73
POLLUTION EXCLUSION:	C-1599 1/72

BLANKET LIABILITY INSURANCE

(COVERAGE SUPPLEMENT)

17CP 14.2

1. **COVERAGE A – BODILY INJURY** – except Automobile
   COVERAGE B – PROPERTY DAMAGE – except Automobile
   COVERAGE C – BODILY INJURY – Automobile
   COVERAGE D – PROPERTY DAMAGE – Automobile

   With respect to such of the foregoing coverages as have become effective under the provisions of the declarations page of this policy, the company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **occurrence**. The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily 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. 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.

   Exclusions

   This insurance does not apply:

   (a) to **bodily injury or property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;

   (b) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

   (c) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under any contract;

   17CP 20.1

   (d) to **property damage:** (1) to property owned or transported by the **insured;** (2) to property occupied by or rented to the **insured,** except damage to a rented residence or private garage caused by a **private passenger automobile;** (3) to property under **bailment** to the **insured** (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the **insured,** or (ii) out of which such injury or destruction arises; (5) to premises alienated by the **named insured** arising out of such premises or any part thereof; (6) to the **named insured's products** arising out of such products or any part of such products; (7) to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

   (e) 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 of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

   (f) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

   17CP 20.2
   (an) needs
   to be added

   (g) to loss of use of tangible property which has not been physically injured or destroyed resulting from

   (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement or

   (2) 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;**

   (h) to **contractual liability** assumed by the **insured,** if the **insured** or his indemnitee is an architect, engineer or surveyor, for **bodily injury or property damage** arising out of the rendering of or the failure to render professional services by such **insured** or indemnitee, including

   (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

   (2) supervisory, inspection or engineering services.

   (i) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to any **insured,** or (2) any other aircraft operated by any person in the course of his employment by any **insured;**

   (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any **insured** which are not connected with the business of any **insured.**

2. **COVERAGE E – PREMISES MEDICAL PAYMENTS**

   The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury,** provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

   Exclusions

   This insurance does not apply:

   (a) to **bodily injury**

   (1) arising out of the ownership, maintenance, operation, use, loading or unloading of

   (i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured,** or

   (ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured;**

   but this exclusion does not apply to the parking of an **automobile** on the **insured premises,** if such **automobile** is not owned by or rented or loaned to any **insured;**

   (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

   (3) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured;**

   (b) to **bodily injury**

   (1) included within the **completed operations hazard** or the **products hazard;**

   (2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(continued on reverse side)

(3) resulting from the selling, se[illegible] or giving of any alcoholic beverage (i) in violation of any [illegible]te, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **named insured** is such an owner or lessor;

(4) included with the **war hazard;**

(c) to **bodily injury**

(1) to the **named insured,** any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any **medical expense** for services by the **named insured,** any employee thereof or any person or organization under contract to the **named insured** to provide such services.

3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) the **named insured** and, if an individual, the spouse of such **named insured** if a resident of the same household;

(b) for Coverages A and B

(1) if the **named insured** is designated in the declarations as

(i) 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;

(ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(2) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured;** and

(3) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to:

(A) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(B) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily 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 this policy as a **named insured.**

(c) for Coverages C

(1) any partner or executive officer thereof, but with respect to a **non-owned automobile** only while such **automobile** is being used in the business of the **named insured;**

(2) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **named insured,** provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **insured** only if he is: (i) a lessee or borrower of the **automobile,** or (ii) an employee of the **named insured** or of such lessee or borrower;

(3) any other person or organization but only with respect to his or its liability because of acts or omissions of the **named insured** or an **insured** under (1) or (2) above.

None of the following is an **insured:**

(1) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;

(2) the owner or lessee (of whom the **named insured** is a sublessee) of a **hired automobile,** or the owner of a **non-owned automobile,** or the owner of an **automobile** leased under contract for one year or more to the **named insured,** or any agent or employee of any such owner or lessee;

(3) an executive officer with respect to an **automobile** owned by him or by a member of his household;

(4) 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.**

This insurance does not apply to **bodily injury** or **property damage** arising out of (1) a **non-owned automobile** used in the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured** or (2) if the **named insured** is a partnership, an **automobile** owned by or registered in the name of a partner thereof, unless such partner is named as an individual **named insured.**

4. LIMITS OF LIABILITY

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.**

Regardless of the number of **insureds** under this policy, or **automobiles** to which this policy applies, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each **occurrence**" is the total limit of the company's liability under the **bodily injury** liability and **property damage** liability coverages combined for all damages as the result of any one **occurrence** provided:

(1) with respect to all damages included within the (i) **completed operations hazard** and the (ii) **products hazard,** such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence;**

(2) with respect to all damages arising out of **property damage** (other than **automobile, the completed operation hazard,** or the **products hazard**) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one **occurrence,** but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the **insured;**

(3) with respect to any **occurrence** for which the notice of this policy is given in lieu of 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced

(b) Divided Limits Plan

Coverage A -

The total liability of the company for all **damages** including damages for care and loss of services because of **bodily injury** sus-

(continued on following page)

tained by one or more pe[illegible]s the result of any one **occurrence** shall not exceed the limi[illegible] **bodily injury** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate."

Coverage B –

The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence.**" The total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured.**

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

Coverages C and D –

(1) The limit of **bodily injury** liability expressed in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of **bodily injury** sustained by one person as the result of any one **occurrence;** but the total liability of the company for all damages because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence.**"

(2) The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence.**"

Coverage E –

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

5. POLICY PERIOD

This insurance applies only to **bodily injury** or **property damage** which occurs: (a) for Coverages A, B, C and D, during the policy period within the **policy territory;** (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**aircraft or automobile hazard**" includes **bodily injury** and **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, **automobile** or **midget automobile;** but this hazard does not include (a) **bodily injury** to any **domestic employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft or (b) except with respect to aircraft, **bodily injury** or **property damage** occurring on the **insured premises** or the ways im[illegible]iately adjoining on land or (c) **bodily injury** or **property damage** ar[illegible]g out of the use of a land public conveyance by the **insured** as a passenger;

"**automobile business**" means the business or occupation of selling, repairing, servic ng storing or parking **automobiles;**

"**contractual liability**" means liability expressly assumed under a contract or agreement provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"**domestic employee**" means an employee of an **insured** performing duties not in connection with the **business** of the **insured;**

"**fire hazard**" includes **property damage** to any **premises** not owned by an **insured** and to house furnishings therein if such **property damage** arises out of (a) fire, (b) explosion, or (c) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"**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 by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the **named insured** or (b) an employee or agent of the **named insured** who is granted an operating allowance of any sort for the use of such **automobile;**

"**insured premises**"

for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"**midget automobile**" means a land motor vehicle of the type commonly referred to as a "midget automobile," "kart," "go-kart," "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"**non-owned automobile**" means an **automobile** which is neither an **owned automobile** nor a **hired automobile;**

"**owned automobile**" means an automobile owned by or leased under contract for one year or more to the **named insured;**

"**private passenger automobile**" means a four wheel private passenger, station wagon or jeep type **automobile;**

"**trailer**" includes semitrailer but does not include **mobile equipment;**

"**war hazard**" includes all **bodily injury** and **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.

7. ADDITIONAL CONDITIONS

(a) **Medical Reports; Proof and Payment 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, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

(b) **Excess Insurance – Hired and Non-Owned Automobiles**

With respect to a **hired automobile** or a **non-owned automobile,** this insurance shall be excess insurance over any other valid and collectible insurance available to the **insured.**

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

COMMERCIAL POLICY
CONDITIONS APPLICABLE TO ALL SECTIONS

The Company agrees with the **insured**, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurance, exclusions, conditions and other terms of this policy to insure the **insured** in accordance with the provisions of the schedule or schedules attached hereto and made a part hereof.

A. **Premium:** 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.

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 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**.

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. **Liberalization Clause:** If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the **insured** hereunder as though such endorsement or substitution of form had been made.

C. **Inspection and Audit:** 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 regulation.

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.

D. **Cancellation:** This policy may be canceled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid 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 the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the 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.

E. **Deferred Premium Payment Plan:** If the **insured** elects to pay the premium in equal annual payments as indicated on the first page of this policy, the premium for this policy is hereby made so payable. Default in making any payment shall be construed as a request of the **insured** to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the **insured**, comply with the said request.

If this policy is canceled, either at the request of the **insured** or at the election of this company, this company shall refund to the **insured** only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the **insured** shall pay this company the difference.

F. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor 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.

G. **Impairment of Recovery:** Except as noted below, this company shall not be bound to pay any loss if the **insured** shall have impaired any right to recovery for loss to the property insured; however it is agreed that:

1. As respects property while on the premises of the **insured**, permission is given the **insured** to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the **insured** to recover hereunder, and
2. As respects property in transit, the **insured** may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

H. **Conformity With Statute:** The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

I. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop 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.

J. **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.

K. **Modification of Terms:** Any provisions contained in this policy (or supplements, schedules and endorsements attached thereto) which are in conflict with conditions A thru J above are hereby waived.

L. **Extension:** If coverage provided by this policy replaces a similar coverage of a policy expiring on the effective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy so replaced.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duty authorized representative of the company.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

CONDITIONS APPLICABLE ONLY TO SECTION II

1. 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 **bodily injury** to which this policy applies;

(d) 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.

2. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include **mobile equipment**;

"**automobile hazard**" includes **bodily injury** or **property damage** arising out of:

(a) the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** owned or operated by or rented or loaned to any **insured**, or

(2) any other **automobile** operated by any person in the course of his employment by any **insured**;

but this definition does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**.

(b) and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

"**bailment**" means a delivery of property by any person to the **insured** for some purpose beneficial to either the **insured** or such person or both under a contract, express or implied, for the **insured** to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"**Blanket Contractual Hazard**" means liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this definition does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"**Broad Form Property Damage Hazard**" means property damage to

(a) property used by the **insured**, or

(b) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control,

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**.

"**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:

(a) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(b) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(c) 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 a 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";

"**Contractual Hazard Beyond 15 Days**" means liability assumed by the **insured** under any written contract or agreement unless the **insured** shall have furnished the company a copy of such agreement within (15) fifteen days from the date such agreement is signed by the **insured** except an **incidental contract**; but this definition does not apply to a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"**incidental contract**" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) **elevator** maintenance agreement;

"**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;

(continued on reverse side)

"**mobile equipment**" means a land vehic[illegible]luding any machinery or apparatus attached thereto), wheth[illegible] not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his 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 container, rented to or located for use of others but not sold;

"**non-owned automobile hazard**" means any **automobile** other than an **owned** or **hired automobile** or, if the **named insured** is an individual, an **automobile** personally operated by the **named insured** or members of his family;

"**occurrence**" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"**personal hazard**" means any domestic activities of the **insured**, not in connection with the **business** of the **insured**;

"**policy territory**" means anywhere in the world; provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"**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;

"**property damage**" means (a) 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 (b) 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;

"**suit**" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

3. Financial Responsibility Laws

Such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) 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 there[illegible]nd the names and addresses of the injured and of avail[illegible]itnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If 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.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company

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.

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.

6. Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the **insured** (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the **insured** a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the **insured**.

7. Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

8. Arbitration

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

9. Policy Term

In the event the policy is written without any insurance afforded under Section I – "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the **insured** as stated in the Declarations, otherwise such time shall be Noon Standard Time.

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

BLANKET LIABILITY INSURANCE – COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE – COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

POLLUTION EXCLUSION

It is agreed that the insurance does not apply to **Bodily Injury*** or **Property Damage** caused by or resulting from the **discharge of matter** (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property, provided, however, that this endorsement shall not exclude insurance with respect to the **discharge of matter,** if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement

(a) **"discharge of matter"** means the emission of **matter** through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;

(b) **"matter"** means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

*In the event this form is attached to a Commercial Top Notch Policy **"Personal Injury"** shall be substituted for **"Bodily Injury."**

This endorsement is executed by the company stated in the schedule below.

W. D. HAMMERLY, SECRETARY

ROBERT F. GUERNSEY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY ISSUED

ENDORSEMENT EFFECTIVE		At the hour of the date of the policy			$	$	$	$		
POLICY OR BOND NUMBER		AGENCY OFFICE								
POLICY EFFECTIVE DATE		MPI ACCT NUMBER								
ENDORSEMENT NUMBER		EXPIRING DATE								

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

TOTAL ENDORSEMENT

AGENT'S NAME	REPLACES	COMM. %			
MARSH & MC LENNAN, INC.	CP 276891	72	3	170	☒ Auditable ☐ Non-Audita

#5
SP

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
4347 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98105 (Each a Stock Insurance Company)
(Coverage is provided by the Company designated by initial)

CP 383478-

Commercial Polic

383478

Item 1. Named Insured and Address (Number, Street, Town, County, State, ZIP Code)

LINNTON PLYWOOD ASSOCIATION
10504 N.W. ST. HELENS RD
PORTLAND, OREGON 97231

MPP ACCOUNT NO

Business of Named Insured is:
PLYWOOD MFG.

The Named Insured is ☐ Individual ☐ Corp. ☐ Partnership ☐ Joint Venture ☐ Other COOPERATIVE ASS

ASSIGNED RENEWAL CP
POLICY CP 466 38
DATE 4-19-76

Item 2. Policy Term

THREE	APRIL 23, 1973	APRIL 23, 1976
Years	Inception	Expiration

Item 3. The insurance afforded shall apply in accordance with the schedule or schedules attached hereto, and only with respect to th coverage under such schedule or schedules as specified therein.

SECTION	COVERAGE	AS PROVIDED UNDER SCHEDULE(S)
I PROPERTY COVERAGE	Location of premises: (Enter "same" if same location as above) 1. 2. 3. 4.	
II LIABILITY COVERAGE	Liability (1) Other than Automobile	A
	(2) Automobile	A
	(3) Personal	
	Medical Payments (1) Premises	
	(2) Automobile	A
	(3) Personal	
	Uninsured Motorists	A
III	CRIME	A
IV	AUTOMOBILE PHYSICAL DAMAGE	A

Item 4. Provisional premium subject to audit:

If paid in advance . . . . . $

If paid in installments the first year installment is . . . . . $ 5,564.

Countersignature

SECTION II - LIABILITY

Policy No. CP 383478

CHECK BOX IF ITEM IS CHANGED — Limits of Liability

Liability

A. Divided Limits Plan

☐ 1. Other Than Automobile

Coverage A - Bodily Injury: $ --- each person; $ 300,000. each occurrence; $ 300,000. aggregate

Coverage B - Property Damage: $ 100,000. each occurrence; $ 100,000. aggregate

☐ 2. Automobile

Coverage C - Bodily Injury: $ 100,000. each person; $ 300,000. each occurrence

Coverage D - Property Damage: $ 100,000. each occurrence

☐ B. Combined Limits Plan

Coverages ---

$ --- each occurrence

☐ The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-10

☐ The following hazards are excluded therefrom:

Medical Payments

☐ Coverage E - Premises $ --- each person $ --- each accident

☐ Coverage F - Automobile $ 2,000. each person

☐ Coverage M - Personal $ --- each person $ --- each accident

Coverage F

☐ Designation of person insured: NAMED INSURED

☐ Designation of automobiles Division 1 ANY OWNED AUTOMOBILE

☐ Coverage P - Personal Injury Liability $ 300,000. each person aggregate; $ 300,000. general aggregate

☐ Including an offense within the following groups of offenses A-B-C Insured's participation --- %

☐ Coverage U - Uninsured Motorists $ 10,000. each person $ 20,000. each accident

☐ Designated insured: NAMED INSURED

☐ Description of insured highway vehicles ANY AUTOMOBILE OWNED BY THE NAMED INSURED.

☒ Premium Change	Additional	Return	Subject to Audit	Short or Pro-Rate %
			NO CHANGE	

Any explanation and/or other change:

In consideration of the continuance of the policy, it is agreed that from its effective date: (1) This endorsement becomes a part of the above numbered policy. (2) All limits of liability of the Additional Declarations are deleted and replaced by those specified above; (3) This policy provides the coverage as stated herein.

W. D. Hammersla — W. D. HAMMERSLA SECRETARY

Gordon H. Sweany — GORDON H. SWEANY, PRESIDENT

INSURED	LINKTON PLYWOOD ASSOCIATION		
ENDORSEMENT EFFECTIVE	4-23-73	(at the hour of day stated in the policy)	
POLICY OR BOND NUMBER	CP383478	SERVICE OFFICE	EA:MK:5
POLICY EXP. DATE	4-23-76	MPF ACCT NUMBER	
ENDORSEMENT NUMBER	1A	TYPING DATE	4-27-73

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Policy or Bond is issued by the company designated by initial) — G

COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM
			$	$		$	$
				N/A			

REPLACES ORIGINAL C-1653

Authorized Representative

Schedule A

IMPORTANT: This endorsement forms part of your policy. Attach to your policy promptly for your protection.

(continued on reverse side)

G. R. Non Money By

DAILY REPORT

DIVISION OFFICE

Revised Additional Declarations

CHECK BOX IF ITEM IS CHANGED

Limits of Liability

Liability

A. Divided Limits Plan

☐ 1. Other Than Automobile

Coverage A - Bodily Injury: $ 300,000. each occurrence; $ 300,000. aggregate

Coverage B - Property Damage: $ 100,000. each occurrence; $ 100,000. aggregate

☐ 2. Automobile

Coverage C - Bodily Injury: $ 100,000. each person; $ 300,000. each occurrence

Coverage D - Property Damage: $ 100,000. each occurrence

☐ B. Combined Limits Plan

Coverages _____ $ _____ each occurrence

☐ The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-10

☐ The following hazards are excluded therefrom: _____

Medical Payments

☐ Coverage E - Premises $ _____ each person $ _____ each accident

☒ Coverage F - Automobile $ _____ each person

☐ Coverage M - Personal $ _____ each person $ _____ each accident

Coverage F

☒ Designation of person insured: _____

☒ Designation of automobiles Division 1 _____

☐ Coverage P - Personal Injury Liability $ 300,000. aggregate

☐ Including an offense within the following groups of offenses A-B-C Insured's participation _____ %

☐ Coverage U - Uninsured Motorists - Bodily Injury $ 10,000. each person $ 20,000. each accident

† Where applicable by law. - Property Damage † $ _____ deductible $ _____ each accident

☐ Designated insured: NAMED INSURED

☐ Description of insured highway vehicles ANY AUTOMOBILE OWNED BY THE NAMED INSURED

☒ Premium Change	Additional	Return	Subject to Audit	Short or Pro-Rate %	Revised Total Premium
			INCL.		PPD DPP

Any explanation and/or other change:

In consideration of the continuance of the policy, it is agreed that from its effective date: (1) This endorsement becomes a part of the above numbered policy. (2) All limits of liability of the Additional Declarations are deleted and replaced by those specified above. (3) This policy provides the coverage as stated herein.

W. D. HAMMERSLA SECRETARY

GORDON H. SWEANY PRESIDENT

INSURED	LIMNTON PLYWOOD ASSOCIATION		
ENDORSEMENT EFFECTIVE	4-23-74 (at the hour of day stated in the policy)		
POLICY OR BOND NUMBER	CP 383478	SERVICE OFFICE	ZF:JS:5
POLICY EXP. DATE	4-23-76	MPP ACCT. NUMBER	
ENDORSEMENT NUMBER	2	TYPING DATE	4-26-74

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Policy or Bond is issued by the company designated by initial)

S

Evans 5/31/74

Authorized Representative _____

Schedule A

ATTENTION POLICY SERVICE: Attach premium worksheet for coding if required.

(continued on reverse side)

DAILY REPORT DIVISION OFFICE

CHECK BOX IF ITEM IS CHANGED

Limits of Liability

Liability

A. Divided Limits Plan

☐ 1. Other Than Automobile — Coverage A - Bodily Injury: $ 300,000. each occurrence; $ 300,000. aggregate — Coverage B - Property Damage: $ 100,000. each occurrence; $ 100,000. aggregate

☒ 2. Automobile — Coverage C - Bodily Injury: $ 300,000. each person; $ 300,000. each occurrence — Coverage D - Property Damage: $ 100,000. each occurrence

☐ B. Combined Limits Plan — Coveragos _____ $ _____ each occurrence

☐ The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-10

☐ The following hazards are excluded therefrom: _____

Medical Payments

☐ Coverage E - Premises $ _____ each person $ _____ each accident

☐ Coverage F - Automobile $ _____ each person

☐ Coverage M - Personal $ _____ each person $ _____ each accident

Coverage F

☐ Designation of person insured: _____

☐ Designation of automobiles Division 1 _____

☐ Coverage P - Personal Injury Liability $ 300,000. aggregate

☐ Including an offense within the following groups of offenses A-B-C Insured's participation _____ %

☐ Coverage U - Uninsured Motorists - Bodily Injury $ 10,000. each person $ 20,000. each accident

† Where applicable by law. - Property Damage † $ _____ deductible $ _____ each accident

☐ Designated insured: NAMED INSURED

☐ Description of insured highway vehicles ANY AUTOMOBILE OWNED BY THE NAMED INSURED

☒ Premium Change	Additional	Return	Subject to Audit	Short or Pro-Rate %	Revised Total Premium
	40.			.311	PPD DPP

Any explanation and/or other change:

PER BREAKDOWN ATTACHED

In consideration of the continuance of the policy, it is agreed that from its effective date: (1) This endorsement becomes a part of the above numbered policy; (2) All limits of liability, of the Additional Declarations are deleted and replaced by those specified above; (3) This policy provides the coverage as stated herein.

INSURED	LINNTON PLYWOOD ASSOCIATION		
ENDORSEMENT EFFECTIVE	7-1-75	(at the hour of day stated in the policy)	
POLICY OR BOND NUMBER	CP 383478	SERVICE OFFICE	JC:DM:5
POLICY EXP. DATE	4-23-76	MPP ACCT. NUMBER	
ENDORSEMENT NUMBER	9	TYPING DATE	8-6-75

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Policy or Bond is issued by the company designated by initial) S

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

8-7-75

Authorized Representative _____

Schedule A

ATTENTION POLICY SERVICE: Attach premium worksheet for coding if required.

(continued on reverse side)

DAILY REPORT DIVISION OFFICE

SAFECO INSURANCE COMPANY OF AMERICA
GE' ER 'NSURANCE COMPANY OF AMERICA
FIRST . .IONAL INSURANCE COMPANY OF AME A

SECTION II - LIABILITY

Policy No. CP 38 1 78

This schedule is attached to, and forms a part of the policy specified above.

Limits of Liability. No insurance is afforded under any coverage unless specific limits of liability as to such coverage are set forth below. The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

Limits of Liability

Liability

A. Divided Limits Plan

1. Other Than Automobile

Coverage A - Bodily Injury	Coverage B - Property Damage
$ 300,000. each occurrence	$ 100,000. each occurrence
$ 300,000. aggregate	$ 100,000. aggregate

2. Automobile

Coverage C - Bodily Injury	Coverage D - Property Damage
$ 300,000. each person	$ 100,000. each occurrence
$ 300,000. each occurrence	

B. Combined Limits Plan

Coverages _____
$ _____ each occurrence

The Liability Form attached hereto is entitled: BLANKET LIABILITY INSURANCE C-10

The following "hazards" as defined by the form entitled "Conditions Applicable Only to Section II" are excluded therefrom:
"PERSONAL HAZARD" AND "CONTRACTUAL HAZARD BEYOND 15 DAYS" BOTH AS DEFINED ON FORM C-1652

Medical Payments

Coverage E - Premises $ _____ each person $ _____ each accident

Coverage F - Automobile $ 2000. each person
No Fault Automobile coverage
X Basic Division I Passenger / Not Applicable

Coverage F
Designation of person insured: NAMED INSURED
Designation of automobiles Division I: ANY LICENSED OWNED PRIVATE PASSENGER AUTOMOBILE

Coverage P - Personal Injury Liability $ 300,000. each person aggregate $ 300,000. general aggregate

EXCL. 'C' DELETED

Including an offense within the following groups of offenses: A B C Insured's participation _____ %

Coverage U - Uninsured Motorists - Bodily Injury $ 10,000. each person $ 20,000. each accident
Property Damage † $ _____ each accident $ _____ deductible

† Where applicable by law

Designated insured: NAMED INSURED
Description of insured highway vehicles: ANY AUTOMOBILE OWNED BY THE NAMED INSURED.

(continued on reverse side)

Schedule A

DAILY REPORT DIVISION OFFICE

S=SAFECO INSURANCE COMPANY OF AMERICA
G=GENERAL INSURANCE COMPANY OF AMERICA
F=FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (Each a Stock Insurance Company)

(Coverage is provided by the company designated by initial)

SAFECO INSURANCE

SECTION III CRIME

Policy No. CP 389478

The premises are located at the address shown in the declarations as Location No. 1, unless otherwise stated herein:

(Number Street Town State)

No other business is conducted in the premises, unless otherwise stated herein:

Safe Classification: _____ The alarm system is classified as ☐ Central ☐ Local. Certificate No. _____

All words or phrases (other than captions) printed in Bold Face are defined in the policy.

Limits of Liability. No insurance is afforded under any insuring agreement unless specifically stated or specific limits of liability as to such insuring agreement are set forth below: The limited of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

Insuring Agreements

	Limits of Liability	Premium
1. Burglary and Robbery		
(a) Paymaster Robbery - On a Messenger Accompanied by _____ Guards	$	$
(b) Robbery Inside the Premises	$	$
(c) Robbery Outside the Premises	$	$
(d) Home of Messenger - Burglary only ☐ Theft ☐	$	$
(e) Open Stock Burglary 60 % (Coinsurance Percent) 2000. (Coinsurance Limit)	$ 3,000.	$ INCL.
(f) Safe Burglary	$	$
(g) Burglary (not exceeding $50.00)	$	$
2. Comprehensive Dishonesty, Disappearance and Destruction		
(I) Employee Dishonesty — ☐ Option A — ☐ Option B	$	$
(II) Loss Inside the Premises	$	$
(III) Loss Outside the Premises	$	$
(IV) Money Orders and Counterfeit Paper Currency	$	$
(V) Depositors Forgery	$	$
(VI) Merchandise Burglary _____ % (Coinsurance Percent) _____ (Coinsurance Limit)	$	$
3. Blanket Crime		
Total Limit of Liability	$	$
4. Broad Form Storekeepers		
Limit of insurance under each of Insuring Agreements I through IX	$	$
Except under Insuring Agreement V, such limit applies in excess of a deductible of $_____ as to loss under one or more of said Insuring Agreements.		
5. Storekeepers Burglary and Robbery		
Limit of insurance under each of Insuring Agreements I to VII inclusive	$	$
6. Office Burglary and Robbery		
Limit of insurance under each of Insuring Agreements I through VI	$	$
7. OTHER		
_____	$	$

State Supplement Name(s) and Form Number(s) attached hereto

The premium: If paid in advance ..... $ _____

If paid in installments, the first year installment is ..... $ INCL.

The liability of the company is subject to the terms of the following endorsements indicated by form No.(s) attached hereto: C-960; C-1055 ; C-1373

The insured by the acceptance of this policy, gives notice to the company of election to terminate or cancel prior bond or policy No(s): _____; such termination or cancellation to be effective as of the time this policy becomes effective.

Schedule _____

This memorandum is for information only, it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this certificate has been issued by the company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms.

DAILY REPORT DIVISION OFFICE

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Additional Declarations

Policy No. CP 383478

SECTION IV - AUTOMOBILE PHYSICAL DAMAGE

This schedule is attached to and forms a part of the policy specified above.

SCHEDULE OF AUTOMOBILES

ITEM No.	Year, Trade Name, Type Serial or Motor No.	Purchased Month and Year	Purchased New or Used	Actual Cost incl. equip. or Symbol if private pass.	Limit of Liability (other than collision)	SCHEDULE OF COVERAGES O Comp.	P Collision Deduct. or	P Collision included	Q Fire	R Theft	T Comb. Add'l. Cov.	V Towing and Labor
1.	1964 CHEV. PICKUP S#4C154H165821			2079.	2079.	--	--	--	INCL	INCL	INCL	
2.	1972 CHEV. IMPALA 4 DR. SEDAN S#1M69H2C184663			5-2-4	ACV	INCL	100.	INCL.				

The company's maximum liability under this endorsement on any one automobile shall not exceed ..... $ 10,000.

The maximum liability for any one loss shall not exceed ..... $ 20,000.

Any loss is payable as interest may appear to the named insured and (Name and address)

Schedule A

Section - Automobile Physical Damage

Additional Declarations

DIVISION

POLICY:	CP276891
EFFECTIVE:	4/23/70-4/23/73
LIABILITY FORM:	C-10 1/67
CONDITIONS FORM:	CF-640 6/69
OTHER FORM:	CF-646 1/67
POLLUTION EXCLUSION:	C-1599 11/70 (effective 4/23/71)

BLANKET LIABILITY POLICY

PREPARED FOR

LINNTON PLYWOOD ASSOCIATION

INDEX OF COVERAGES*

	Section	Schedule
PROPERTY		
LIABILITY		
MISC. LIABILITY	II	A
PERSONAL INJURY	II	A
MEDICAL PAYMENTS		
AUTOMOBILE	II	A
CRIME	III	A
AUTOMOBILE PHYSICAL DAMAGE	IV	A

	Section	Schedule
INLAND MARINE		
GLASS COVERAGE		
OTHER INSURANCE		

SAFECO INSURANCE

GENERAL INSURANCE COMPANY OF AMERICA
Home Office/ Seattle, Washington

MARSH & MC LENNAN, INC. OF OREGON

your Independent Insurance Agent

*This index is not intended to be a part of the policy and therefore does not modify the contents thereof.

GENERAL INSURANCE C PANY OF AMERICA
(A stock insurance company, h in called the company)

SAFECO INSURANCE

COMMERCIAL POLICY

CONDITIONS APPLICABLE TO ALL SECTIONS

AGREES with the **insured**, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurance, exclusions, conditions and other terms of this policy to insure the **insured** in accordance with the provisions of the schedule or schedules attached hereto and made a part hereof.

A. **Premium:** 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.

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 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**.

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. **Liberalization Clause:** If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the **insured** hereunder as though such endorsement or substitution of form had been made.

C. **Inspection and Audit:** 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.

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.

D. **Cancellation:** This policy may be canceled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid 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 the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the 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.

E. **Deferred Premium Payment Plan:** If the **insured** elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Default in making any payment shall be construed as a request of the **insured** to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the **insured**, comply with the said request.

If this policy is canceled, either at the request of the **insured** or at the election of this company, this company shall refund to the **insured** only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the **insured** shall pay this company the difference.

F. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor 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.

G. **Impairment of Recovery:** Except as noted below, this company shall not be bound to pay any loss if the **insured** shall have impaired any right of recovery for loss to the property insured; however it is agreed that:

1. As respects property while on the premises of the **insured**, permission is given the **insured** to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the **insured** to recover hereunder, and
2. As respects property in transit, the **insured** may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

H. **Conformity With Statute:** The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

I. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop 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.

J. **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.

K. **Modification of Terms:** Any provisions contained in this policy for supplements, schedules and endorsements attached thereto which are in conflict with conditions A thru J above are hereby waived.

L. **Extension:** If coverage provided by this policy replaces a similar coverage of a policy expiring on the effective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy so replaced.

IN WITNESS WHEREOF, General Insurance Company of America has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

H D Hammerela SECRETARY

Fred H. Lawrence PRESIDENT

SAFECO INSURANCE

BLANKET LIABILITY INSURANCE
(COVERAGE SUPPLEMENT)

I. COVERAGE A – BODILY INJURY – except Automobile
COVERAGE B – PROPERTY DAMAGE – except Automobile
COVERAGE C – BODILY INJURY – Automobile
COVERAGE D – PROPERTY DAMAGE – Automobile
COVERAGE L – PERSONAL LIABILITY

The company will pay on behalf of the **insured** all sums which the insured shall become legally obligated to pay as **damages** because of bodily injury or **property damage** to which this insurance applies, caused by an **occurrence**. The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily 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. 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.

Exclusions

This insurance does not apply:

(a) to **bodily injury** or **property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;

(b) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to (1) any **domestic employee**, or (2) liability assumed by the **insured** under any contract;

(d) to **property damage**: (1) to property owned or transported by the **insured**; (2) to property occupied by or rented to the **insured**, except damage to a rented residence or private garage caused by a private passenger **automobile**; (3) to property under bailment to the **insured** (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (a) upon which operations are being performed by or on behalf of the **insured**, or (b) out of which such injury or destruction arises; (5) to premises alienated by the **named insured** arising out of such premises or any part thereof; (6) to the **named insured's products** arising out of such products or any part of such products; (7) to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

But parts (2) and (3) of this exclusion do not apply under Coverage L to **property damage** included within the **fire hazard**;

(e) to **bodily injury** or **property damage** resulting from the failure of the **named insured's products** or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;

(f) to damages, because of **property damage**, due:

(1) to the cost of repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the **named insured** or defective work completed by or for the **named insured**;

(2) to the loss of use of any such defective goods or products or completed work, or to damages resulting from the loss of use of such defective goods or products or completed work;

(g) 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 of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(h) to contractual liability assumed by the **insured**, if the **insured** or his indemnitee is an architect, engineer or surveyor, for **bodily injury** or **property damage** arising out of professional services performed by such **insured** or indemnitee, including

(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

(2) supervisory, inspection or engineering services.

(i) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to the **named insured**, or (2) any other aircraft operated by any person in the course of his employment by the **named insured**;

But this exclusion does not apply under Coverage L to **bodily injury** to any **domestic employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;

(j) under Coverage L, to any liability or injury arising out of or in connection with any **business**, or the rendering or omission of any professional services, or the **automobile hazard**.

II. COVERAGE E – PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

Exclusions

This insurance does not apply

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **automobile** or aircraft owned or operated by or rented or loaned to the **named insured**, or

(ii) any other **automobile** or aircraft operated by any person in the course of his employment by the **named insured**;

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to the **named insured**;

(2) arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** occurs away from the **insured premises**; or

(3) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

(b) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard**;

(2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person; but this exclusion (b) (3) applies only if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;

(4) included within the **war hazard**;

(continued on reverse side)

(c) to bodily injury

(1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

III. COVERAGE M – PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises or (b) is sustained elsewhere and (1) arises out of a condition in the insured premises or the ways immediately adjoining on land, or (2) is caused by any insured, by any domestic employee in the course of his employment by an insured, or by any animal owned by or in the care of any insured or (3) is sustained by any domestic employee and arises out of and in the course of his employment by any insured.

Exclusions

This coverage does not apply:

(a) to bodily injury arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any domestic employee arising out of and in the course of his employment by any insured;

(b) to bodily injury arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to bodily injury included within (1) the aircraft or automobile hazard or (2) the war hazard;

(d) to bodily injury to any person, including a domestic employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;

(e) to bodily injury to (1) any insured under parts (1) and 4(a) of "Persons Insured", (2) any person, other than a domestic employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises.

IV. COVERAGE N – PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the policy period by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed $250.00.

Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

(b) caused intentionally by any insured over twelve years old;

(c) arising out of (1) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

V. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

1. the named insured and, if an individual, the spouse of such named insured if a resident of the same household;

2. for Coverages A and B

(a) if the named insured is designated in the declarations as

(1) 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) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(b) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(c) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(1) an employee of the named insured while operating any such equipment in the course of his employment, and

(2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (c) with respect to:

(i) bodily injury to any fellow employee of such person injured in the course of his employment, or

(ii) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (2).

This insurance does not apply to bodily 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 this policy as a named insured.

3. for Coverages C and D

(a) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;

(b) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower;

(c) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (a) or (b) above.

None of the following is an insured:

(1) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(2) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile, or the owner of a non-owned automobile, or the owner of an automobile leased under contract for one year or more to the named insured,

(continued on following page)

any agent or employee of any such owner or lessee.

(3) an executive officer with respect to an automobile owned by him or by a member of his household;

(4) 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.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof, unless such partner is named as an individual named insured.

4. for Coverages L, M and N

(a) if residents of the named insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured;

(b) under Coverages L and M, with respect to animals and watercraft owned by any insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal or watercraft without the permission of the owner;

(c) under Coverages L and M, with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, any employee of any insured while engaged in the employment of the insured.

VI. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, or (2) automobiles to which this policy applies, the company's liability is limited as follows:

Coverages A, B, C and D –

A. Divided Limits Plan

(1) The limit of bodily injury liability expressed in the additional declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

(2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

B. Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the additional declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

(a) with respect to all damages included within the (1) completed operations hazard and the (2) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;

(b) with respect to all damages arising out of property damage (other than automobile, the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;

(c) with respect to any occurrence for which the notice of this policy is given in lieu of 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

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.

Coverage E –

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

Coverage L –

The limits of liability afforded for Coverages A and B shall apply to Coverage L, provided the limits of liability so afforded shall not be less than: $25,000 per person and $25,000 each occurrence for bodily injury; $25,000 each occurrence for property damage liability; or if combined limits, $25,000 each occurrence.

Coverage M –

The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability under Coverage M for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Coverage M for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

Coverage E and M –

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

VII. POLICY PERIOD

This insurance applies only to bodily injury or property damage which occurs: (1) for Coverages A, B, C and D, during the policy period within the policy territory; (2) for Coverages L and M, during the policy period; (3) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

VIII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (1) bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (2) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or the ways immediately adjoining on land or (3) under Coverage L, bodily injury or property damage arising out of the operations of independent contractors involving an

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automobile or midget automobile not owned or hired by the insured or used in connection with his business pursuits or in the rendering of professional services or (4) bodily injury or property damage arising out of the use of a land public conveyance by the insured as a passenger;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"business" means any professional, commercial occupation or industrial enterprise, except (1) activities which are ordinarily incident to non-business pursuits; (2) activities of an incidental business nature (not the regular business or occupation of an insured) while conducted on the insured premises or on vacant land owned or rented to an insured; (3) one, two, three or four family dwellings (including outbuildings), farms and farm land when such are rented or held for rental to others by an insured; (4) acts or activities of the named insured or spouse incident to his or her employment by another, except (a) while operating commercial or industrial machinery or equipment; or (b) while engaged in rendering professional services (other than teaching); or (c) while holding an elective or appointive office of a municipal, county, state or federal government;

"contractual liability" means liability expressly assumed under a contract or agreement, provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

"domestic employee" means an employee of an insured performing duties not in connection with the business of the insured;

"fire hazard" includes property damage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"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 by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"insured premises"

(a) for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

(b) for Coverages L, M and N, means (1) all premises where the named insured or his spouse maintains a residence and private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except property maintained or used for conducting business pursuits and farms, (2) individual or family cemetery plots or burial vaults, (3) premises in which an insured is temporarily residing, if not owned by an insured, and (4) vacant land, other than farm land, owned by or rented to an insured;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile", "kart", "go-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured;

"private passenger automobile" means a four wheel private passenger, station wagon or jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment;

"war hazard" includes all bodily injury and 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.

IX. ADDITIONAL CONDITIONS

A. Medical Reports; Proof and Payment 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, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

B. Insured's Duties When Loss Occurs – Coverage N.

When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

C. Excess Insurance – Coverage L.

With respect to loss arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or midget automobile at the insured premises or (2) watercraft, or any land public conveyance, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

D. Excess Insurance – Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

CONDITIONS APPLICABLE ONLY TO SECTION II

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 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 occurrence for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage arising out of:

(1) the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile owned or operated by or rented or loaned to the named insured, or

(b) any other automobile operated by any person in the course of his employment by the named insured;

but this definition does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured.

(2) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

44.0 "bodily injury" means bodily injury, sickness or disease sustained by any person;

"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 a 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";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable in-

(continued on reverse side)

surance 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;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his 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 container, rented to or located for use of others but not sold;

"non-owned automobile hazard" means any automobile other than an owned or hired automobile or, if the named insured is an individual, an automobile personally operated by the named insured or members of his family;

4.2 "occurrence" means an event, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"personal hazard" means any domestic activities of the insured, not in connection with the business of the insured;

"policy territory" means anywhere in the world; provided, however, that: (1) resulting claims are asserted within the United States of America, its possessions, or Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"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;

4.1 "property damage" means injury to or destruction of tangible property;

4.3 "suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

Financial Responsibility Laws

Such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

Insured's Duties in the Event of Occurrence, Claim or Suit

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 by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

If 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 insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of an occurrence.

Action Against Company

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.

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.

Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.

Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

Policy Term

In the event the policy is written without any insurance afforded under Section I – "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time.

C-1599 11/70

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Effective
11/1/71

COLORADO
NEVADA
NEW MEXICO
VERMONT
WYOMING

OREGON
1/5/71

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

BLANKET LIABILITY INSURANCE – COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE – COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

POLLUTION EXCLUSION

It is agreed that the insurance does not apply to Bodily Injury or Property Damage caused by or resulting from the discharge of matter (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property, provided, however, that this endorsement shall not exclude insurance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

(a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emptying, dumping or due to failure of any equipment or resulting from any other source or cause whatsoever.

(b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

W. D. HAMMERSLA, SECRETARY

LINDA H. LEAVITT, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED				COVERAGE	CLASS OR CODE	UNEARNED SHORT RATE FACTOR	OLD FULL TERM PREMIUM	RETURN PREMIUM		NEW FULL TERM PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(on the hour of 12:01 standard time at the insured's address)					$	$		$	$	
POLICY NUMBER		SAFECO OFFICE										
POLICY EXP DATE		NEW ACCT NUMBER										
ENDORSEMENT NUMBER		TRANSC DATE										

TOTAL $ _____ $ _____

REPRESENTATIVE LICENSED AGENT

C 1599 11/70

PRINTED IN U.S.A.

Identical to C-1599 9/70 except for addition of boldface type.

PERSONAL INJURY LIABILITY INSURANCE

1. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A — false arrest, detention or imprisonment, or malicious prosecution;

Group B — the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; 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**;

Group C — wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** 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.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**.

(d) to **personal injury** arising out of any publication or utterance described in Group B, 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;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

2. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as 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;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** 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 this policy as a **named insured.**

3. LIMITS OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (a) **insureds** under this policy, (b) persons or organizations who sustain **personal injury**, or (c) claims made or suits brought on account of **personal injury**, the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the **insured**, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

4. ADDITIONAL DEFINITION

When used in reference to this insurance.

"**damages**" means only those **damages** which are payable because of **personal injury** arising out of an offense to which this insurance applies.

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE PANY OF AMERICA

SAFECO INSURANCE

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

PERSONAL INJURY LIMITATION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT EXCLUSION 'C' IS DELETED AS RESPECTS FORM C-1142 'PERSONAL INJURY LIABILITY SUPPLEMENT'

RB

All terms and conditions of the policy, issued by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

A. H. Hammerstad SECRETARY

John H. Gueney PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY. WHEN POLICY IS ISSUED:

INSURED				POLICY AGE	CLASS OR CODE	UNEARNED OR PRO RATA	OLD FULL TERM PREMIUM	RETURN PREMIUM		NEW FULL TERM PREMIUM	FULL TERM PREMIUM	
ENDORSEMENT EFFECTIVE	(at the hour of day stated in the policy)						$	$		$	$	
POLICY NUMBER		PRINCIP OFFICE										
POLICY EXP. DATE		MRP ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										

TOTALS GROSS

PRESIDENT LICENSED AGENT

C-1141 REQ. TO BE PRINTED IN RED INK

MARSH & MC LENNAN, INC. 5-170

A/P AT AUDIT

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

BLANKET LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

ADDITIONAL INTEREST – OPERATIONS

It is agreed that such insurance as is afforded for bodily injury and property damage applies also to the person or organization designated below as an insured, but only with respect to (his) (its) liability for operations performed for such person or organization by or on behalf of the named insured, and general supervision thereof by such person or organization.

Description of Person or organization:

CITY OF PORTLAND AND ALL OTHER
GOVERNMENTAL BODIES HAVING
JURISDICTION IN THE AREA, THEIR
OFFICERS, AGENTS AND EMPLOYEES
AS RESPECT JOB #12464 N.W. 107TH AVE.,
FROM N.W. ST. HELENS ROAD TO APPROXIMATELY
170 FEET EASTERLY

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

H D Hammerela SECRETARY

Evans 12-30-75

Linda H. Sweeney PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PLYWOOD ASSOCIATION			COVERAGE	CLASS OR CODE	UNEARNED SF PR FACTOR	OLD FULL TERM PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	~~8-9-75~~ 4-23-76 (at the hour of day stated in the policy)						$	$		$	$	
POLICY NUMBER	~~CP 383478~~	BRANCH OFFICE	MG:JS:S									
POLICY EXP. DATE	4-23-76	MPP ACCT NUMBER										
ENDORSEMENT NUMBER	10	TYPING DATE	12-18-75									
							TOTALS GROSS					

FLAT CHARGE BI $11.
PD $9.

RESIDENT LICENSED AGENT

C-1529 8/68 PRINTED IN U.S.A.

GENERAL INSURANCE COMPANY OF AMERICA

SAFECO INSURANCE

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

BLANKET LIABILITY INSURANCE - COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS',LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' INSURANCE

ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

SECRETARY

PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED.

INSURED			COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	at the hour of day stated in the policy					$	$		$	$	
POLICY NUMBER		BRANCH OFFICE									
POLICY EXP. DATE		MPF ACCT NUMBER									
ENDORSEMENT NUMBER		TYPING DATE									
						TOTALS GROSS					

RESIDENT LICENSED AGENT

C-2106 R1 4 67

AMENDATORY ENDORSEMENT 'A'
ADDITIONAL INTERESTS

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IT IS AGREED THAT THE CITY OF PORTLAND, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS BUT ONLY AS RESPECTS ANY CLAIM OR CLAIMS FOR DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER A REVOCABLE PERMIT FROM THE CITY OF PORTLAND AS AUTHORIZED BY ORDINANCE #109387 FOR THE USE OF EXISTING ACCESS ROADS AND THE CONSTRUCTION OF TWO AUXILIARY SPUR ROADS IN THE BULL RUN RESERVE.

RB

All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

W D Hammersla
W. D. HAMMERSLA, SECRETARY

Gordon H. Sweany
GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED			
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)	
POLICY NUMBER		SERVICE OFFICE	
POLICY EXP. DATE		MPF ACCT NUMBER	
ENDORSEMENT NUMBER		TYPING DATE	

COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
			$	$		$	$	
			TOTALS GROSS					

RESIDENT LICENSED AGENT

AMENDATORY 'B'

"WITHOUT PREJUDICE TO COVERAGE OTHERWISE EXISTING HEREIN, THE CITY OF PORTLAND AND ALL OTHER GOVERNMENTAL BODIES HAVING JURISDICTION IN THE AREA, THEIR OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSUREDS UNDER THIS POLICY AS TO ANY CLAIM OR CLAIMS FOR INJURY TO PERSON, INCLUDING DEATH, OR DAMAGE TO PROPERTY, RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER CONTRACT WITH THE CITY OF PORTLAND FOR FURNISHING AND DELIVERING LANDFILL COVER MATERIAL F.O.B. ST. JOHNS FILL, 9360 N. SWIFT BLVD., PORTLAND, OREGON FOR THE DIVISION OF REFUSE DISPOSAL, DEPARTMENT OF PUBLIC WORKS OF CITY, IN ACCORDANCE WITH THE SPECIFICATIONS CITED IN SAID CONTRACT, DURING THE PERIOD FROM DATE OF SAID CONTRACT THROUGH DECEMBER 31, 1973.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT TERMINATE OR BE CANCELLED PRIOR TO COMPLETION OF SAID CONTRACT WITHOUT FIRST GIVING THIRTY (30) DAYS' WRITTEN NOTICE OF INTENTION TO CANCEL OR TERMINATE SAID POLICY TO THE AUDITOR OF THE CITY OF PORTLAND.

NOTWITHSTANDING THE NAMING OF ADDITIONAL INSUREDS, THE 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 INSURER'S LIABILITY AS SET FORTH ELSEWHERE IN THE POLICY BEYOND THE AMOUNT OR AMOUNTS FOR WHICH THE INSURER WOULD HAVE BEEN LIABLE IF ONLY ONE PERSON OR INTEREST HAD BEEN NAMED AS INSURED."

All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

W. D. HAMMERSLA SECRETARY

GORDON H. SWEANY PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED			
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)	
POLICY NUMBER		SERVICE OFFICE	
POLICY EXP. DATE		MPP ACCT. NUMBER	
ENDORSEMENT NUMBER		TYPING DATE	

COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
			$	$		$	$	
			TOTALS GROSS					

RESIDENT LICENSED AGENT

LIMITATION TO OFFICE EQUIPMENT ENDORSEMENT

In consideration of the premium for this policy, it is agreed that the Insuring Agreements are amended to read as follows:

> To pay for loss by burglary or by robbery of a watchman, while the premises are not open for business, of office equipment within the premises, and for damage to the premises and the exterior thereof, and to the insured property therein by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof, the insured is the owner of the premises or is liable for such damage. The term "office equipment" means office machines, supplies, furniture, fittings, fixtures and books, but shall not include stock in trade, personal effects and postage or revenue stamps or any substitutes therefor.

The coinsurance requirement shall not apply.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

SECRETARY

PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED				COVER AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY NUMBER		BRANCH OFFICE										
POLICY EXP. DATE		MPP ACCT. NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
							TOTALS GROSS					

RESIDENT LICENSED AGENT

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

BLANKET LIABILITY INSURANCE
COVERAGES A, B, C, D AND L

AMENDATORY ENDORSEMENT

The policy is amended by deleting therefrom Exclusion (h), relating to an assumption of liability by the insured for the professional services of an architect, engineer or surveyor.

RB

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

H A Hammerela SECRETARY

Linda H. Lowery PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED				COVER AGE	CLASS OR CODE	UNEARNED SR/PP FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY NUMBER		BRANCH OFFICE										
POLICY EXP. DATE		MPP ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
							TOTALS GROSS					

RESIDENT LICENSED AGENT

SAFECO INSURANCE

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

BLANKET LIABILITY INSURANCE — COVERAGES A & B

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

ADDITIONAL INSURED
(Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:

   (a) any express warranty unauthorized by the **named insured**;

   (b) **bodily injury** or **property damage** arising out of

      (i) any physical or chemical change in the form of the product made intentionally by the vendor,

      (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,

      (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or

      (iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as **insured**, from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

SECRETARY — PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED			COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	(at the hour of day stated in the policy)					$	$		$	$	
POLICY NUMBER		BRANCH OFFICE									
POLICY EXP. DATE		MPP ACCT NUMBER									
ENDORSEMENT NUMBER		TYPING DATE									
						TOTALS GROSS					

PRESIDENT LICENSED AGENT

C-2113 10/66

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

BLANKET LIABILITY INSURANCE
GROWERS' & RANCHERS' LIABILITY INSURANCE

LOGGING PROPERTY DAMAGE ENDORSEMENT B.

It is agreed that with respect to logging or mill operations of the **insured**, or operations incidental thereto, that:

FIRE FIGHTING EXPENSE

1. the company will pay any fire fighting expense incurred by others for which the **insured** is legally liable solely by reason of such expense having been incurred as a direct consequence of fire resulting from and immediately attributable to an **occurrence** directly connected with logging operations of the **insured**; provided that the limits of liability or any deductible applicable to **property damage** (other than **automobile**) applies to this coverage, but this provision shall not operate to increase the limit of the company's liability;

VEHICLES – TIMBER

2. exclusions (d) (3) and (d) (4) of the policy are deleted as respects coverage for:
   (a) trucks, **trailers**, or railroad cars while being loaded or unloaded, and
   (b) timber lands, standing timber and felled or bucked timber.

EXCLUSIONS

3. such insurance as is afforded by this endorsement does not apply to:
   (a) property in the possession of the **insured** for sale, storage, processing, safekeeping or repair;
   (b) any person other than the **named insured** or his employees, while vehicles used in logging operations are being loaded or unloaded;
   (c) timber while being felled or bucked, logs while being yarded or transported to loading point, or being loaded;

DEDUCTIBLE

4. $250.00 shall be deducted from the total amount of all sums for which the **insured** shall be held liable for **property damage** (other than **automobile**) on account of each **occurrence** causing injury or damage to any vehicle (including its **trailer**) used in logging operations and arising out of the loading and unloading of such vehicles by or on behalf of the **insured**, provided that:
   (a) the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each **occurrence**;
   (b) the company may pay any part or all of the deductible amount to effect settlement of any claim or **suit**, and upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company;
   (c) the terms of the policy apply irrespective of the application of the deductible amount;

WARRANTIES

5. the **insured** warrants that:
   (a) slash shall be burned only at such times and under such conditions as the proper state or federal officials may approve, direct or provide;
   (b) all felling and bucking of timber, the operation of logging equipment (other than operations of the equipment while being used in road building operations or the operation of trucks or logging railroads) and the loading and unloading of logs shall be completely suspended at all times when such suspensions are directed by the proper state or federal officials.
6. A breach of the above warranties shall render the insurance afforded hereunder null and void for the period of the breach, unless such breach is beyond the control of the **insured**.

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA SECRETARY

GORDON H. SWEANY PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED				COVERAGE	CLASS OF CODE	UNEARNED SHORT RATE FACTOR	OLD FULL TERM PREMIUM	RETURN PREMIUM		NEW FULL TERM PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		MPF ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Policy or Bond is issued by the company designated by initial)

TOTALS (PROS)

RESIDENT LICENSED AGENT

This agreement modifies such insurance as is afforded by the provisions of the policy relating to Automobile Insurance.

SAFECO Insurance Company of America — As Insurer

It is agreed that SAFECO Insurance Company of America shall replace General Insurance Company of America as the insurer for all insurance provided in this policy for the **automobile hazard.**

SAFECO Insurance Company of America

GORDON H. SWEANY PRESIDENT

W. D. HAMMERSLA, SECRETARY

General Insurance Company of America

GORDON H. SWEANY PRESIDENT

W. D. HAMMERSLA, SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED												
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		IMPL. ACCT. NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
							TOTALS GROSS					

REPRESENTATIVE AUTHORIZED AGENT

This endorsement is applicable to all insurance afforded by the policy:

PRIOR NOTICE TO OTHERS OF CANCELLATION

It is agreed that in the event of cancellation, or reduction in the limits of liability of this insurance, 10 days

prior written notice shall be given to STATE OF WASHINGTON
DEPT. OF NATURAL RESOURCES
P.O. BOX 168
OLYMPIA, WASHINGTON 98501

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED.

INSURED				COVERAGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		MPP ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										

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(Policy or Bond is issued by the company designated by initial)

TOTALS GROSS

RESIDENT LICENSED AGENT

This endorsement is applicable to all insurance afforded by the policy:

PRIOR NOTICE TO OTHERS OF CANCELLATION

It is agreed that in the event of cancellation, or reduction in the limits of liability of this insurance, 10 days prior written notice shall be given to WEYERHAEUSER COMPANY
BOX C TACOMA, WASHINGTON

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED.

INSURED				COVER AGE	CLASS OF CODE	UNEARNED SR/PP FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		MPP ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
							TOTALS GROSS					

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(Policy or Bond is issued by the company designated by initial)

RESIDENT LICENSED AGENT

This endorsement is applicable to all insurance afforded by the policy:

PRIOR NOTICE TO OTHERS OF CANCELLATION

It is agreed that in the event of cancellation, or reduction in the limits of liability of this insurance, 10 days

prior written notice shall be given to WEYERHAEUSER COMPANY
P.O. BOX 1139
LONGVIEW, WASHINGTON

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA SECRETARY

GORDON H SWEANY PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED				COVER-AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		MPP ACCT. NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
							TOTALS GROSS					

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(Policy or Bond is issued by the company designated by initial)

RESIDENT LICENSED AGENT

This endorsement is applicable to all insurance afforded by the policy:

PRIOR NOTICE TO OTHERS OF CANCELLATION

It is agreed that in the event of cancellation, or reduction in the limits of liability of this insurance, 10 days

prior written notice shall be given to THE BURLINGTON NORTHERN, INC. AND/OR SUBSIDIARY OR ASSOCIATED COMPANIES OR CORPORATIONS FOR ACCOUNT OF WHOM IT MAY CONCERN
1101 N.W. HOYT STREET
PORTLAND, OREGON

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA SECRETARY

GORDON H. SWEANY PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED				COVER AGE	CLASS OF CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		MPP ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
							TOTALS GROSS					

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(Policy or Bond is issued by the company designated by initial)

RESIDENT LICENSED AGENT

This endorsement is applicable to all insurance afforded by the policy:

PRIOR NOTICE TO OTHERS OF CANCELLATION

It is agreed that in the event of cancellation, or reduction in the limits of liability of this insurance, 10 days prior written notice shall be given to ROBERTS CONSOLIDATED INDUSTRIES, INC.
2501 WEST 26TH STREET
P.O. BOX 98
VANCOUVER, WASHINGTON 98660

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED				COVER AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE		(at the hour of day stated in the policy)					$	$		$	$	
POLICY OR BOND NUMBER		SERVICE OFFICE										
POLICY EXP. DATE		MPP ACCT NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										

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TOTALS GROSS

RESIDENT LICENSED AGENT

POLICY:	CP160977
EFFECTIVE:	4/23/67-4/23/70
LIABILITY FORM:	C-10 1/67
CONDITIONS FORM:	CF-640 10/66
OTHER FORM:	CF-646 10/66
POLLUTION EXCLUSION:	NONE

PREPARED FOR

INDEX OF COVERAGES*

	Section	Schedule
PROPERTY		
LIABILITY		
MEDICAL PAYMENTS		
AUTOMOBILE PHYSICAL DAMAGE		
CRIME		

	Section	Schedule
INLAND MARINE		
GLASS COVERAGE		
OTHER INSURANCE		

SAFECO INSURANCE INC.

GENERAL INSURANCE COMPANY OF AMERICA

Home Office / Seattle, Washington

your Independent Insurance Agent

**This index is not intended to be a part of the policy and therefore does not modify the contents thereof.*

CP-640 10/66 (SMP)

GENERAL INSURANCE COMPANY OF AMERICA

(A stock insurance company, herein called the company)

SAFECO INSURANCE

COMMERCIAL POLICY

CONDITIONS APPLICABLE TO ALL SECTIONS

AGREES with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurance, exclusions, conditions and other terms of this policy to insure the insured in accordance with the provisions of the schedule or schedules attached hereto and made a part hereof.

A. **Premium:** 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.

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 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.

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. **Liberalization Clause:** If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.

C. **Inspection and Audit:** 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 such property or operations are safe.

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.

D. **Cancellation:** This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid 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 the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the 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.

E. **Deferred Premium Payment Plan:** If the insured elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Default in making any payment shall be construed as a request of the insured to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the insured, comply with the said request.

If this policy is canceled, either at the request of the insured or at the election of this company, this company shall refund to the insured only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the insured shall pay this company the difference.

F. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor 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.

G. **Impairment of Recovery:** Except as noted below, this company shall not be bound to pay any loss if the insured shall have impaired any right of recovery for loss to the property insured; however it is agreed that:

1. As respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
2. As respects property in transit, the insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

H. **Conformity With Statute:** The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

I. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop 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.

J. **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.

K. **Modification of Terms:** Any provisions contained in this policy (or supplements, schedules and endorsements attached thereto) which are in conflict with conditions A thru J above are hereby waived.

L. **Extension:** If coverage provided by this policy replaces a similar coverage of a policy expiring on the effective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy so replaced.

IN WITNESS WHEREOF, General Insurance Company of America has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

A. D. Hammerala SECRETARY

Gordon H. Sweeney PRESIDENT

SAFECO INSURANCE

BLANKET LIABILITY INSURANCE
(COVERAGE SUPPLEMENT)

I. COVERAGE A – BODILY INJURY – except Automobile
COVERAGE B – PROPERTY DAMAGE – except Automobile
COVERAGE C – BODILY INJURY – Automobile
COVERAGE D – PROPERTY DAMAGE – Automobile
COVERAGE L – PERSONAL LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily 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. 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.

Exclusions

This insurance does not apply:

(a) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;

(b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to (1) any domestic employee, or (2) liability assumed by the insured under any contract;

(d) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured, except damage to a rented residence or private garage caused by a private passenger automobile; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (a) upon which operations are being performed by or on behalf of the insured, or (b) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

But parts (2) and (3) of this exclusion do not apply under Coverage L to property damage included within the fire hazard;

(e) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

(f) to damages, because of property damage, due:

(1) to the cost of repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the named insured or defective work completed by or for the named insured;

(2) to the loss of use of any such defective goods or products or completed work, or to damages resulting from the loss of use of such defective goods or products or completed work;

(g) 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 of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of professional services performed by such insured or indemnitee, including

(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

(2) supervisory, inspection or engineering services.

(i) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to the named insured, or (2) any other aircraft operated by any person in the course of his employment by the named insured;

But this exclusion does not apply under Coverage L to bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;

(j) under Coverage L, to any liability or injury arising out of or in connection with any business, or the rendering or omission of any professional services, or the automobile hazard.

II. COVERAGE E – PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or

(ii) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to the named insured;

(2) arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury occurs away from the insured premises; or

(3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(b) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person; but this exclusion (b) (3) applies only if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;

(4) included within the war hazard;

(continued on reverse side)

(c) to bodily injury

(1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

III. COVERAGE M – PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises or (b) is sustained elsewhere and (1) arises out of a condition in the insured premises or the ways immediately adjoining on land, or (2) is caused by any insured, by any domestic employee in the course of his employment by an insured, or by any animal owned by or in the care of any insured or (3) is sustained by any domestic employee and arises out of and in the course of his employment by any insured.

Exclusions

This coverage does not apply:

(a) to bodily injury arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any domestic employee arising out of and in the course of his employment by any insured;

(b) to bodily injury arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to bodily injury included within (1) the aircraft or automobile hazard or (2) the war hazard;

(d) to bodily injury to any person, including a domestic employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;

(e) to bodily injury to (1) any insured under parts (1) and 4(a) of "Persons Insured", (2) any person, other than a domestic employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises.

IV. COVERAGE N – PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the policy period by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed $250.00.

Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

(b) caused intentionally by an insured over twelve years old;

(c) arising out of (1) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

V. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

1. the named insured and, if an individual, the spouse of such named insured if a resident of the same household;

2. for Coverages A and B

(a) if the named insured is designated in the declarations as

(1) 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) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(b) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(c) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(1) an employee of the named insured while operating any such equipment in the course of his employment, and

(2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (c) with respect to:

(i) bodily injury to any fellow employee of such person injured in the course of his employment, or

(ii) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (2).

This insurance does not apply to bodily 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 this policy as a named insured.

3. for Coverages C and D

(a) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;

(b) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower;

(c) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (a) or (b) above.

None of the following is an insured:

(1) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(2) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile, or the owner of a non-owned automobile, or the owner of an automobile leased under contract for one year or more to the named insured,

(continued on following page)

any agent or employee any such owner or lessee.

(3) an executive officer with respect to an automobile owned by him or by a member of his household;

(4) 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.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof, unless such partner is named as an individual named insured.

4. for Coverages L, M and N

(a) if residents of the named insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured;

(b) under Coverages L and M, with respect to animals and watercraft owned by any insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal or watercraft without the permission of the owner;

(c) under Coverages L and M, with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, any employee of any insured while engaged in the employment of the insured.

VI. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, or (2) automobiles to which this policy applies, the company's liability is limited as follows:

Coverages A, B, C and D –

A. Divided Limits Plan

(1) The limit of bodily injury liability expressed in the additional declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

(2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

B. Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the additional declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

(a) with respect to all damages included within the (1) completed operations hazard and the (2) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;

(b) with respect to all damages arising out of property damage (other than automobile, the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;

(c) with respect to any occurrence for which the notice of this policy is given in lieu of 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

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.

Coverage E –

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

Coverage L –

The limits of liability afforded for Coverages A and B shall apply to Coverage L, provided the limits of liability so afforded shall not be less than: $25,000 per person and $25,000 each occurrence for bodily injury; $25,000 each occurrence for property damage liability; or if combined limits, $25,000 each occurrence.

Coverage M –

The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability under Coverage M for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Coverage M for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

Coverage E and M –

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

VII. POLICY PERIOD

This insurance applies only to bodily injury or property damage which occurs: (1) for Coverages A, B, C and D, during the policy period within the policy territory; (2) for Coverages L and M, during the policy period; (3) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

VIII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (1) bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (2) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or the ways immediately adjoining on land or (3) under Coverage L, bodily injury or property damage arising out of the operations of independent contractors involving an

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automobile or midget automobile not owned or hired by the insured or used in connection with his business pursuits or in the rendering of professional services or (4) bodily injury or property damage arising out of the use of a land public conveyance by the insured as a passenger;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"business" means any professional, commercial occupation or industrial enterprise, except (1) activities which are ordinarily incident to non-business pursuits; (2) activities of an incidental business nature (not the regular business or occupation of an insured) while conducted on the insured premises or on vacant land owned or rented to an insured; (3) one, two, three or four family dwellings (including outbuildings), farms and farm land when such are rented or held for rental to others by an insured; (4) acts or activities of the named insured or spouse incident to his or her employment by another, except (a) while operating commercial or industrial machinery or equipment; or (b) while engaged in rendering professional services (other than teaching); or (c) while holding an elective or appointive office of a municipal, county, state or federal government;

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

"domestic employee" means an employee of an insured performing duties not in connection with the business of the insured;

"fire hazard" includes property damage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"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 by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"insured premises"

(a) for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

(b) for Coverages L, M and N, means (1) all premises where the named insured or his spouse maintains a residence and private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except premises maintained or used for conducting business pursuits and farms, (2) individual or family cemetery plots or burial vaults, (3) premises in which an insured is temporarily residing, if not owned by an insured, and (4) vacant land, other than farm land, owned by or rented to an insured;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile", "kart", "go-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured;

"private passenger automobile" means a four wheel private passenger, station wagon or jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment;

"war hazard" includes all bodily injury and 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.

IX. ADDITIONAL CONDITIONS

A. Medical Reports; Proof and Payment 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, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

B. Insured's Duties When Loss Occurs – Coverage N.

When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

C. Excess Insurance – Coverage L.

With respect to loss arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or midget automobile at the insured premises or (2) watercraft, or any land public conveyance, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

D. Excess Insurance – Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

CONDITIONS APPLICABLE ONLY TO SECTION II

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 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 occurrence for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile owned or operated by or rented or loaned to the named insured, or

(2) any other automobile operated by any person in the course of his employment by the named insured;

but this definition does not apply to the policy of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured.

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"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 a 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";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"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.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for

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use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his 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 container, rented to or located for use of others but not sold;

"occurrence" means an event, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"personal hazard" means any domestic or non-business activities of the insured.

"policy territory" means anywhere in the world; provided, however, that: (1) resulting claims are asserted within the United States of America, its possessions, or Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"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;

"property damage" means injury to or destruction of tangible property;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

Financial Responsibility Laws

Such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

Insured's Duties in the Event of Occurrence, Claim or Suit

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 by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

If 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 insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of an occurrence.

Action Against Company

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.

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.

Other Insurance

"Limited Excess" other insurance clause

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.

Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

Policy Term

In the event the policy is written without any insurance afforded under Section I – "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time.

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POLICY:	BLP232479
EFFECTIVE:	4/23/66-4/23/67
LIABILITY FORM:	C-10 1/65
CONDITIONS FORM:	INCLUDED IN C-10
OTHER FORM:	NONE
POLLUTION EXCLUSION:	NONE

BLP

GENERAL INSURANCE COMPANY OF AMERICA

Home Office: 4241 Brooklyn Ave. N.E., Seattle, Washington 98105 (A Stock Insurance Company)

SAFECO INSURANCE

Declarations

Blanket Liability Policy

Item 1. Named Insured and Address (Number, Street, Town, County, State, Zone or Zip Code)

MPP ACCOUNT NO.

Insured is ☐ Individual ☐ Partnership ☐ Corporation ☐ _____ (other)

Business of the named insured is

Item 2. Policy Period From: _____ To: _____ } 12:01 A.M., Standard Time, at the address of the insured as stated herein.

Item 3. Limits of Liability. No insurance is afforded under any insuring agreement unless specific limits of liability as to such insuring agreement are set forth below: The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

Insuring Agreements		Limits of Liability
I. Bodily Injury and Property Damage Liability		
A. Divided Limits Plan		
(1) Bodily Injury Liability	each person	$ _____
	each occurrence	$ _____
	aggregate products	$ _____
(2) Property Damage Liability	each occurrence	$ _____
	aggregate (other than Automobile or Products)	$ _____
	aggregate products	$ _____
B. Combined Limits Plan	each occurrence	$ _____
II. Loss of Money and Securities and Other Property		
II (a) Loss Within Premises		$ _____
II (b) Loss Outside Premises		$ _____
II (c) Safe Burglary		$ _____
II (d) Merchandise Burglary		$ _____
_____ % (Co-insurance Per cent)	$ _____ (Co-insurance Limit);	
II (e) Loss Through Dishonesty of Employees – ☐ Option A – ☐ Option B		$ _____
II (f) Money Orders and Counterfeit Paper Currency		$ _____
II (g) Depositors Forgery		$ _____
II (h) Burglary (not exceeding $50.00)		$ _____

*Initial deposit premium $ _____

*The initial deposit premium, subject to audit, is for the ☐ full term of the policy ☐ first year deposit premium only

_____
Authorized Representative

C-10 R15 1/65 (Change in DEC DECLARATIONS page only from the C-10 R15 3/64)

GENERAL INSURANCE COMPANY OF AMERICA

HOME OFFICE: 4347 BROOKLYN AVE. N.E. SEATTLE 5, WASHINGTON

(A stock insurance company herein called the company)

AGREES with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

To pay, subject to provisions of the Limits Plan for which limits of liability are shown on the declarations, on behalf of the insured, all sums which the insured shall become legally obligated to pay as damages because of an occurrence which causes bodily injury, sickness or disease, including death at any time resulting therefrom, (herein called "bodily injury") sustained or alleged to have been sustained by any person or persons, or injury to or destruction of property, (herein called "property damage"); further, to defend any suit against the insured in which such damages are sought, reserving to the company the right to investigate, negotiate and settle any claim or suit as it desires.

Supplementary Payments:

With respect to the insurance afforded under this insuring Agreement, to pay in addition to the limit 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;
   (a) on appeal bonds required in any such suit,
   (b) on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy,
   (c) not to exceed $250 on each bail bond,
   but without any obligation to apply for or furnish any such bonds;
3. expenses incurred by the insured for first aid to others who sustain bodily injury in an occurrence to which this policy applies;
4. all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

II. LOSS OF MONEY AND SECURITIES AND OTHER PROPERTY:

To pay for any loss sustained by the insured, subject to the provisions of the Supplement entitled "Special Burglary and Robbery" or "Comprehensive Dishonesty, Disappearance and Destruction," whichever is attached hereto.

EXCLUSIONS

This policy does not apply;

(a) (1) to damages because of bodily injury sustained by an employee (except domestic) of the insured arising out of and in the course of his employment, except liability assumed under written contract other than an agreement between the insured and any employee or his representative; or (2) to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(b) to the ownership, maintenance, operation, use, loading or unloading of aircraft, except with respect to operations performed by independent contractors;

(c) to property damage:
   (1) to property owned, transported by, occupied by or rented to the insured, except damage to a rented residence or private garage caused by a four wheel private passenger, station wagon or jeep type automobile;
   (2) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under side-track agreements);
   (3) to that particular part of any property (a) upon which operations are being performed by or on behalf of the insured, or (b) out of which such injury or destruction arises;
   (4) to any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the occurrence arises;

(d) to damages, because of property damage, due:
   (1) to the cost of repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the named insured or defective work completed by or for the named insured;
   (2) to the loss of use of any such defective goods or products or completed work, or to damages resulting from the loss of use of such defective goods or products or completed work;
   (3) to any loss or damage which is caused by improper or inadequate performance, design or specification, or nonsuitability for its intended purpose, of such goods or products or completed work unless there is actual physical damage to other tangible property, other than physical damage caused or necessitated by the repair or replacement of such goods or products or completed work;
   (4) to loss or damage to intangible property, including property rights, unless it results from actual physical damage to tangible property with respect to which insurance is afforded under this policy;

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under any Supplementary Payments provision;

(f) to bodily injury or property damage caused intentionally by or at the direction of the insured.

CONDITIONS

1. Limits of Liability.

(a) Divided Limits Plan.

(1) The limit of bodily injury liability expressed in the declarations as applicable to "each person" is the limit of the company's liability for all damages arising out of bodily injury of one person in any one occurrence; the limit of such liability expressed in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages arising out of bodily injury of two or more persons in any one occurrence.

(2) The limit of liability expressed in the declarations as "aggregate products" is the total limit of the company's liability during any one policy year for all damages caused by the handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured. All such damages arising out of one lot of goods or products prepared or acquired by the insured or by another trading under his name shall be considered as arising out of one occurrence.

(3) The limit of property damage liability expressed in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages arising out of property damage resulting from any one occurrence whether the property of one or more than one claimant.

(4) The limit of property damage liability expressed in the declarations as "aggregate (other than automobile or products)" is the total limit of the company's liability during any one policy year for all damages arising out of property damage caused as aforesaid whether as the result of one or more than one occurrence. Subject to the limit of liability with respect to "each occurrence" the limit of liability, if any, stated in the declarations as "aggregate" (other than automobile or products) is the total limit for said coverage, but said aggregate limit shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured. Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

(b) Combined Limits Plan.

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the Bodily Injury Liability and Property Damage Liability coverages combined for all damages as the result of any one occurrence provided:

(1) with respect to all damages caused by the handling or use or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured, such limit c

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(Attach Endorsements Here)

liability shall be the total limit of the company's liability during each annual policy period;
(2) with respect to all damages arising out of property damage, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
(3) with respect to any occurrence for which the notice of this policy is given in lieu of 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 in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

2. **Policy Period, Territory.** This policy applies to occurrences arising anywhere during the policy period; provided, however, that: (1) resulting claims are asserted within the United States of America, its possessions, or Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada.
3. **Premium.** The premium stated in the declarations is estimated only. Upon the anniversary, termination or cancellation date of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums. If the earned premium exceeds the estimated advance premium paid, the named insured shall pay the excess; if less, the company shall return the unearned portion paid by such insured. The company may examine and audit the insured's books and records at any time until one year after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.
4. **Severability of Interests.** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
5. **Notice of Claim, Occurrence or Suit.** In the event of an occurrence for which coverage is herein provided, written notice containing all particulars shall be given by or for the insured to the company as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
6. **Assistance and Cooperation of the Insured.** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others who sustain bodily injury in an occurrence.
7. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all 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 by a court or by written agreement of the insured, the claimant and the company.
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. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.
8. **Bankruptcy or Insolvency of the Insured.** Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.
9. **Subrogation.** In the event of any payment under this policy the company shall be subrogated to all the insured's rights of recovery therefor 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.
10. **Cancellation.** This policy may be canceled by the named insured by surrendering the policy to the company or to 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 canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation 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.
If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
11. **Assignment.** No assignment of interest under this policy shall bind the company until its consent is endorsed hereon; if, however, the named insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy unless canceled shall, if written notice be given to the company within thirty days after the date of such death or adjudication, cover (1) the named insured's legal representative as the named insured, and (2) subject otherwise to the provisions of the definition of "insured" any person having proper temporary custody of any automobile, as an insured, until the appointment and qualification of such legal representative, but in no event for a period of more than thirty days after the date of such death or adjudication.
12. **Change.** No notice to any agent or knowledge possessed by any agent or by any other person shall be held to effect a waiver or change in any part of this policy nor estop 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 hereof, signed by the president and secretary of the company and countersigned by a duly authorized representative of the company.
13. **Other Insurance.** If at the time of an occurrence there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such occurrence; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Further, with respect to loss arising out of the operation, maintenance or use of any non-owned automobile or hired automobile the applicable insurance afforded by this policy shall be excess over and above such other available insurance. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.
14. **Financial Responsibility Laws.** Such insurance as is afforded by this policy for bodily injury liability or property damage liability shall comply with the provisions of the motor vehicle financial responsibility law of any state or province which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of automobiles during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy when the policy is written under the Divided Limits Plan.
15. **Liberalization Clause.** If while this policy is in force, or within 45 days prior to the inception date thereof, there be adopted and published for use by this company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, then, as to loss occurring during the policy period and after the effective date of such adoption and publication, such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
16. **Nuclear Exclusion:** This policy does not apply:
1. to bodily injury or property damage:
(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability, or
(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

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2. Under any Medical Payments Cover under any Supplementary Payments provision relating to first a.., to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the 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 (c) applies only to property damage at such nuclear facility.

4. As used in this policy,

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

"nuclear material" means source material, special nuclear material or by-product material;

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

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

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (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; the term "property damage" includes all forms of radioactive contamination of property.

17. Definitions.

(a) "Automobile" means a land motor vehicle, trailer or semitrailer as follows:

(1) Owned Automobile — an automobile owned by or leased under contract for one year or more to the named insured;

(2) Hired Automobile — an automobile used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) the named insured or (b) an executive officer thereof or (c) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile.

(3) Non-owned Automobile — any other automobile;

except the following are not deemed to be motor vehicles:

(a) tractors and other self-propelled machinery designed to carry only the operator;

(b) self-propelled vehicles with contractor's equipment made a permanent part thereof while the contractor's equipment is being used as such.

The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

(b) Use of an automobile includes the loading and unloading thereof.

(c) "Bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

(d) "Damages" includes, with respect to:

(1) bodily injury — damages for care and loss of services, and

(2) property damage — damages for loss of use of property.

(e) "Domestic Employee" means an employee of the insured performing duties not connected with the insured's business.

(f) "Elevator" means elevators, escalators, hoists, and all appliances thereto including cars, platforms, shafts, hoistways, power equipment and machinery, except

(1) elevator shaftways in which there are no elevators;

(2) dumbwaiters;

(3) hoists within the premises not operated through a hatchway, or located outside the walls of the premises and manually operated, or mechanically operated and not attached to the walls of the premises;

(4) hydraulic or mechanical hoists used for raising or lowering automobiles for lubricating or servicing, or for dumping materials from trucks;

(5) hod or material hoists used exclusively for freight;

(6) escalators and conveyors used exclusively for freight.

(g) "Insured" means the named insured and:

(1) if the named insured is an individual, the spouse of such named insured if a resident of the same household;

(2) if the named insured is a corporation or partnership, any partner, executive officer, director or stockholder thereof, while acting within the scope of his duties as such;

(3) any organization or proprietor with respect to real estate management for the named insured;

(4) any person using, or any person legally responsible for the use of, an owned automobile or hired automobile, provided the actual use is with the permission of the named insured; provided, however, that the insurance afforded under division (4) of this definition does not apply to:

(a) any employee of an insured with respect to bodily injury of another employee of the same insured injured in the course of such employment and arising out of the maintenance or use of an automobile in the business of such insured;

(b) any person or organization, or any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage, or public parking place with respect to any occurrence arising out of the operation thereof, but this provision does not apply to a resident of the household of the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership;

(c) the owner, or a lessee other than the named insured, of a hired automobile or an automobile leased under contract for one year or more to the named insured, or to any agent or employee of such owner or lessee.

The insurance afforded under definition (g) with respect to any person or organization other than the named insured does not apply to the owner of a non-owned automobile, or to any member of the household of or any employee of such owner, with respect to such automobile or with respect to any trailer while used with such automobile.

(h) "Occurrence" means an event, or a continuous or repeated exposure to substantially the same general conditions, which causes bodily injury or property damage during the policy period resulting from acts or omissions by the insured which would not be intended nor with reasonable certainty, be expected by the insured to produce injury. All injury or damage arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IN WITNESS WHEREOF, General Insurance Company of America has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

Smith SECRETARY

W. L. Campbell PRESIDENT

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