Skinner Corporation adv. ADEC
Client/Matter #: 016861.00013

Index to Enstar (US) Inc. (Providence) Insurance Policies

No.	Policy No.	Policy Period
1.	CL 0279422	3/1/73 – 1/1/76
2.	CL 0279755	1/1/76 – 1/1/77
3.	GLA 045207	1/1/77 – 1/1/78

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003622

GENERAL LIABILITY-AUTOMOBILE POLICY

No. GLA 4 52 07
CL 27 97 55
RENEWAL OF NUMBER

STOCK COMPANY

7/73

PROVIDENCE WASHINGTON
Insurance Company of Alaska

ANCHORAGE, ALASKA

DECLARATIONS

Item 1. **Named Insured** and Address: (No., Street, Town or City, County, State)

Northern Commercial Company
(See Named Insured Endorsement)
P.O. Box 3562, Seattle, Washington 98124

Alexander & Alexander Inc.
1414 IBM Building
Seattle, Washington 98101
Telephone 206 623-7070

Alexander & Alexander

Item 2. Policy Period: (Mo. Day Yr.)
From 1-1-77 to 1-1-78
12:01 A.M., standard time at the address of the **named insured** as stated herein.

The **named insured** is:
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____

Business of the **named insured** is: (ENTER BELOW)
Machinery & Marine Divisions

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
$		Automobile Medical Payments Insurance	$		Hospital Professional Liability Insurance
$		Automobile Physical Damage Insurance (Dealers)	$		Manufacturers' and Contractors' Liability Insurance
$ Incl.	A121a	Automobile Physical Damage Insurance (Fleet Automatic)	$		Owner's and Contractor's Protective Liability Insurance
$		Automobile Physical Damage Insurance (Non-Fleet)	$		Owners', Landlords' and Tenants' Liability Insurance
$		Basic Automobile Liability Insurance	$ Incl.	L9288	Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$ Incl.	A103	Comprehensive Automobile Liability Insurance	$		Premises Medical Payments Insurance
$ Incl.	L6395a	Comprehensive General Liability Insurance	$		Special Protective and Highway Liability Insurance New York Department of Transportation
$		Comprehensive Personal Insurance			
$ Incl.	L9484	Contractual Liability Insurance	$		Storekeeper's Insurance
$		Druggists' Liability Insurance	$ Incl.	A113	Uninsured Motorists Insurance
$		Elevator Collision Insurance	$ 321,800.	PGA-407	Composite Rating End. - Sales
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	$ Incl.	PGA-408	Stop - Gap
$		Farmer's Comprehensive Personal Insurance			
$		Farmer's Medical Payments Insurance	$		
$		Garage Insurance			
$			GU6784 (6); PGA-410; PGA-615; L9106; A461		Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue
$ 321,800	Total Advance Premium for this policy.	Estimated annual 55,000 Automobile Annual/ 66,700 General Liability Deposit			

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the **named insured**, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned:

By ALEXANDER & ALEXANDER
Authorized Representative

Ptd. In U.S.A.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003624

PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

ANCHORAGE, ALASKA

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

DEFINITIONS

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

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"**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;

"**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 (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) 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:

(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";

"**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;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

"**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) side-track 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 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 accident, 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:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**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 (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**underground property damage hazard**" includes underground property 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

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 com[illegible] assisting the company in the investigation or defense of [illegible] including actual loss of earnings not to exceed $25 per da[illegible]

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003625

CONDITIONS

1. **Premium:** All premiums for this policy shall be computed in accordance with 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.

2. **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.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

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:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** – If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **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.

8. **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.

9. **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.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the 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.

12. **Declarations:** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the Providence Washington Insurance Company of Alaska has caused this policy to be signed by its president and a secretary at Anchorage, Alaska, and countersigned on the declarations page by a duly authorized agent of the company.

Fred L Jagerth *Secretary*

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. 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 (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"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

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003627

S.F. FORM

FORM 199-EZ
(Nov. 1957)

ENDORSEMENT

DATED	ATTACHED TO AND FORMING PART OF	POLICY NO.	NAME OF INSURANCE COMPANY
3-29-78		GLA 45207	PROVIDENCE WASHINGTON

NORTHERN COMMERCIAL COMPANY (ISSUED TO (INSURED'S NAME & MAILING ADDRESS))

AGENCY AT Seattle, Washington

SIGNED

AGENT

COMMENCEMENT OF POLICY	EXPIRATION OF POLICY	EFFECTIVE DATE OF THIS ENDORSEMENT
1-1-78	4-1-78	1-1-78

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM
	FIRE ECE			$84,805.00	

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Name of Insured ☐ Inception Date ☐ Expiration Date ☐ Term ☐ Amount ☐ Rate ☐ Premium ☐ Description of Property Covered ☐ Description of Location of Property ☐ Description of Kind of Roof ☐ Mortgagee or Payee

IS CORRECTED OR CHANGED TO READ AS FOLLOWS

In consideration of an additional premium as shown below it is agreed that item 2 of the declarations, policy period is extended to 4-1-78.

Other than auto -	$76,627
Automobile	8,178
	$84,805

All other terms and conditions remain unchanged.

*Consent by.....
Insured

*Consent by.....
Mortgagee or Payee

*Not required unless policy is reduced or restricted by this endorsement.

GU 6625

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A. M., standard time), forms a part of policy No. GLA 4 52 07

is to Northern Commercial Company

by Providence Washington Insurance Company of Alaska

In consideration of a premium adjustment to be determined at audit, it is hereby understood and agreed that Item 2 of the declarations, policy period, is amended to read:

From 1-1-77 to 4-1-78

All other terms and conditions of this policy remain unchanged.

End. #83
Exp.4-1-78
3-16-78 ck

UNIFORM PRINTING AND SUPPLY DIVISION BROOKLYN CHICAGO LOWELL SAN FRANCISCO PRINTED IN U.S.A.

Victor E. Parker
Authorized Representative

ENDORSEMENT

Attached to and forming part of Policy No. GLA 45207 of the

Providence Washington Insurance Company
(Insurance Company)

issued to Northern Commercial Company, etal
(Contractor)

Agency at Seattle, Washington

Policy period from 1/1/77 to 1/1/78

In consideration of premium charged for this policy, it is understood and agreed that as respects claims arising out of or in connection with work performed for Pacific Power & Light Company by

Northern Commercial Company, etal:
(Contractor)

(1) Pacific Power & Light Company, a corporation, 920 S. W. 6th Avenue, Portland, Oregon, its directors, officers and employees, are named as additional assureds under this policy; and

(2) this insurance is primary insurance with respect to the interests of Pacific Power & Light Company and any other insurance maintained by Pacific Power & Light Company is excess and not contributory with this insurance; and

(3) the following Cross Liability clause is made a part of this policy:

> The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the Company's liability as set forth elsewhere in this policy beyond the amount for which the company would have been liable if only one person or interest had been named as insured; and

(4) notwithstanding any provision of the policy to which this endorsement is attached, this policy may not be canceled or altered by the insurance company without giving 30 days' prior written notice of cancellation or alteration to Pacific Power & Light Company.

All other terms and conditions of the policy remain unchanged.

Date June 17, 1977

Alexander & Alexander, Inc.
(Name of Agency)

By: [signature]
Agent

Form 2168 Rev. 7/67

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003630

ENDORSEMENT No. 3

Date Effective January 1, 1977

INSURED: Northern Commercial Company, etal

RISK: Compr ehensive Liability Insurance

It is hereby understood and agreed that the following is added as a named insured, but only regarding leased automobiles:

D. L. Peterson Trust,
Peterson, Howell & Heather, Inc.
P. O. Box 2174
Baltimore, Maryland 21203

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. GLA 45207 of the

Providence Washington Insurance Company of Alaska

3/31/77
Date

Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003631

GU 6734

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A. M., standard time), forms a part of policy No. GLA4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

NAMED INSURED ENDORSEMENT

Northern Commercial Company, NC Machinery, NC Marine, and John Fabick Tractor Company, NC-Fabick, Joint Venture.

Any corporation, partnership, joint venture, or other entity as may now or hereafter exist which is a subsidary of any Named Insured or is solely comprised of Names Insureds; and any affiliated companies for which the Named Insured directly or through one of its subsidiaries has managerial control and any joint venture for which any Named Insured acts as sponsor joint venturer.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

ATTACH MENT #1

This endorsement, effectiv 1-1-77 forms a part of Policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANC COMPANY OF ALASKA

COMPOSITE RATING ENDORSEMENT - SALES

It is agreed that such insurance as is afforded by this policy applies subject to the following provisions:

1. The premium basis and rates for the Coverages described in the Schedule below are stated therein.

2. The premium stated in the Schedule is a Provisional Deposit Premium only. Upon termination of this insurance the earned premium shall be computed in accordance with the terms set forth below.

3. When used as a premium basis, the word "sales" shall mean the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period.

4. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated.

5. SCHEDULE:

COVERAGES	PREMIUM BASIS Estimated Total Annual Sales	RATES Per $100. of Sales	Provisional Deposit Premium	Minimum Premiums
GENERAL LIABILITY	86,000,000	.31023	266,800.	
AUTO LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE				

ALEXANDER & ALEXANDER

Authorized Agent

ATTACHMENT # 2
PGA-407

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003633

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A. M., standard time), forms a part of policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

PREMIUM PAYMENT ENDORSEMENT

It is hereby understood and agreed that the total Annual Premium for the period January 1, 1977 to January 1, 1978 is payable as follows:

Deposit Premium	-	66,700
2-1-77	-	33,350.
3-1-77	-	33,350.
4-1-77	-	33,350.
5-1-77	-	33,350.
6-1-77	-	33,350.
7-1-77	-	33,350.

GENERAL LIABILITY SECTION ONLY

All other terms and conditions of this policy remain unchanged.

ATTACHMENT #3

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

ALEXANDER & ALEXANDER

Authorized Representative

This endorsement, effective 1-1-77, forms a part of policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

SINGLE LIMIT ENDORSEMENT

(Automobile and General Liability)

1. The limit of the Company's liability for damages under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein.

   $ 250,000. each occurrence

   $ 250,000. aggregate

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

   LIMITS OF LIABILITY

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

   The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

   Subject to the above provision respecting "each occurrence" the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies and described in any of the subparagraphs below shall not exceed the "aggregate" limit stated above.

(a) all property damage arising out of premises or operations rated on a remunerations basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (b) below;

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003635

(b) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b), & (c) above, and under subparagraphs (a) and (b), separately with respect to each project away from the premises owned by or rented to the named insured.

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.

With respect to any occurrence for which this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, for the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law but the separate application of such limits shall not increase the total limit of the Company's liability.

The limits of liability stated herein as applicable to "each occurrence" shall apply to Coverage C and Coverage D in the same manner as though such insurance was provided by a separate policy.

The limits of liability stated herein shall apply to such insurance as is afforded by the policy for contractual liability in the same manner as though contractual liability insurance was provided by a separate policy.

This policy is hereby amended as herein specifically stated but not otherwise.

ALEXANDER & ALEXANDER

Authorized Agent

ATTACHMENT #4

PGA-410

(Page 2 of 2 Pages)

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GLA 4 52 07, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

(of **named insured** in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by **named insured** (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$See CSL End.	$ See CSL End.	$ Included
B—Property Damage Liability	$Excluded	$ Excluded	$ Excluded
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ Included

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
Machine Shops - N.O.C. Seattle, Washington	39996	INCLUDED	IN	COMPOSITE	RATE	
Employees as additional insureds		INCLUDED	IN	COMPOSITE	RATE	
		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
None at Inception						
Independent Contractors		Cost	Per $100 of Cost			
Operations	17982	INCLUDED	IN	COMPOSITE	RATE	
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Machine Installation, Serviceing or Repair	17901	INCLUDED	IN	COMPOSITE	RATE	
Products		(b) Sales	(b) Per $1,000 of Sales			
Machinery (Mfg) N.O.C.	35992s	INCLUDED	IN	COMPOSITE	RATE	
			Total Advance B.I. and P.D. Premiums		$ INCLUDED	$ EXCLUDED

ATTACHMENT #5

When used as a premium basis:

1. "**admissions**" means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "**cost**" means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "**receipts**" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. "**remuneration**" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "**sales**" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003637

(The Attaching Clause need be completed only when this ement is issued subsequent to preparation of the policy.)

COMPREHENSIVE GENERAL LIABILITY INSURANCE—MAN. .CTURERS' AND CONTRACTORS' LIABILITY INSURANCE—
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

LIABILITY

Adv-3009

L 9484
(Ed 1-73)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage—Broad Form)

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

ALEXANDER & ALEXANDER
Authorized Representative

SCHEDULE

The insurance afforded for contractual liability is only with respect to such of the following Coverages as are indicated by a specific premium charge applicable thereto. The limits of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability		Coverages
	each occurrence	aggregate	
$ Included	$ See CSL End.		Contractual Bodily Injury Liability
$ Excluded	$ Excluded	$ Excluded	Contractual Property Damage Liability
$ Included Total Advance Premium			

Advance Premiums		Rates		Premium Bases	Code No.	Designation of Contracts on File or Known to the Company
Bodily Injury	Property Damage	B.I.	P.D.			
		(a) Per $100 of Cost (b) Per $1,000 of Sales		(a) Cost (b) Sales		
INCLUDED	IN	COMPOSITE		RATE	17861	Servicing or Installation Risks - Broad Form Coverage
$ Included	$ Excluded	Total Advance B.I. and P.D. Premiums		ATTACHMENT #6		

The following exclusions do not apply with respect to any "construction agreement":

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY
CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

bodily injury or
property damage

to which this insurance applies, caused by an **occurrence**, and 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, but the company shall not be obligated to pay any claim or judgment or to defend

(1) any arbitration proceeding wherein the company is not entitled to exercise the **insured's** rights in the choice of arbitrators and in the conduct of such proceedings, or

(2) any **suit** after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(over)

Exclusions

This insurance does not apply:

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

(b) (1) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured**, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(2) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;

(c) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(d) to **bodily injury** or **property damage** for which the indemnitee may be held liable

PERSONAL INJURY LIABILITY INSURANCE

For attachment to Policy No. GLA 4 52 07, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	See CSL End. thousand dollars aggregate	0 % Insured's Participation

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Groups of Offenses	Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ Included
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ in
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ Composite
Form numbers of endorsements attached at issue ATTACHMENT #7	$
Total Advance Premium	$ Rate
Minimum Premium	$

I. 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.

II. 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.**

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury,** or (3) 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 schedule 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.

IV. 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.

UNIFORM PRINTING AND SUPPLY DIVISION
AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003639

This endorsement, effective 1-1-77 forms a part of Policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

It is understood and agreed that Exclusion (c) of the Personal Injury Liability Insurance Coverage Part (L9288) which reads as indicated below, is hereby deleted in its entirety.

Exclusion (c):

"This insurance does not apply 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."

ALEXANDER & ALEXANDER

Authorized Agent

ATTACHMENT #8

PGA-615

This endorsement, effective, 1-1-77 forms a part of Policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

STOP-GAP ENDORSEMENT

In consideration of the premium herein provided, it is agreed that if, under any circumstances, it is determined that any employee of the insured who is reported and declared under the Workmen's Compensation Law or Laws of the State(s) of Washington is injured in the course of his employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then this policy shall cover the legal liability of the insured for such bodily injury, disease, or death.

The Company's liability under this endorsement on account of bodily injury, disease, or death of one person, including damages for care and loss, as the result of one occurrence, is limited to the sum of Two Hundred Fifty Thousand and no/100 Dollars ($ 250,000.) And, subject to the same limit for each person, the Company's total liability for bodily injury, disease, or death as a result of one occurrence is limited to the sum of Two Hundred Fifty Thousand & no/100 Dollars ($ 250,000.)

The insurance granted by this endorsement shall not apply to:

(a) Any premium, assessment, penalty, fine, or other obligation imposed by any Workmen's Compensation law;
(b) Bodily injury, disease or death suffered or caused by any person knowingly employed by the insured in violation of any law as to age, or under the age of 14 years regardless of any such law;
(c) Bodily injury, disease or death suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;
(d) Aircraft operation or the performance of any duty in connection with aircraft while in flight;
(e) Any claim for bodily injury, disease, or death with respect to which the insured is deprived of any defense of defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Workmen's Compensation Law or Laws of the State(s) above named.

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the Workmen's Compensation Law or Laws of the State(s) above named.

CODE	ESTIMATED PAYROLL	RATE	PREMIUM	MINIMUM PREMIUM
77199	INCLUDED	IN	COMPOSITE	RATE

ALEXANDER & ALEXANDER

Authorized Agent

Attachment # 9
PGA-408

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003641

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A.M. standard time), forms a part of policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

It is understood and agreed that Exclusion (d) of the Comprehensive General Liability Insurance Coverage Part (L6395a) which reads as indicated below, is hereby deleted in its entirety:

Exclusion (d)

This insurance does not apply to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by and automobile owned or operated by or rented or loaned to any insured.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

ATTACHMENT #10

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A. M., standard time), forms a part of policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

It is understood and agreed that Exclusion (e) of the Comprehensive General Liability Insurance Coverage Part (L6395a) which reads as indicated below, is hereby deleted in its entirety:

Exclusion (e)

"This insurance does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use loading or unloading of:

(1) Any watercraft owned or operated by or rented or loaned to any insured, or

(2) Any other watercraft operated by any person in the course of his employment by any insured.

It is agreed that this endorsement applies only to watercraft under 50 feet in length.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

ATTACHMENT #11

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A. M., standard time), forms a part of policy No. GLA 4 52 07

ISSUED TO: Northern Commercial Company

BY: PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

It is understood and agreed that Exclusion O & P of the Contractual Liability Insurance Part (L9484) which reads as indicated below, is hereby deleted in its entirety:

Exclusion O

This insurance does not apply to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or loading or unloading thereof.

Exclusion P

This insurance does not apply to bodily injury or property damage arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

ATTACHMENT #12

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A.M. standard time), forms a part of policy No. GLA 4 52 07

is. to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

CROSS LIABILITY

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount of amounts for which the company would have been liable if only one person of interest had been named as insured.

All other terms and conditions of this policy remain unchanged.

ATTACHMENT #13

ALEXANDER & ALEXANDER
Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003645

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

LIABILITY

L 9106
(Ed. 10-66)

G 106

ADDITIONAL INSURED

(Employees)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

ALEXANDER & ALEXANDER
Authorized Representative

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.

UNIFORM PRINTING AUTHENTIC AND SUPPLY DIVISION

ATTACHMENT #14

COVERAGE PART

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

For attachment to Policy No. GLA 4 52 07, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability	Coverages	
$ Included	See thousand dollars each person CSL thousand dollars each occurrence	C—Bodily Injury Liability	
$ in	End. thousand dollars each occurrence	D—Property Damage Liability	Form numbers of endorsements attached at issue
$ Composite			
$ Rate	Total Advance Premium		

Advance Premiums BI	Advance Premiums PD	Description of Hazards
INCLUDED IN COMPOSITE RATE		1. Owned Automobiles — Premium Basis — Per Automobile Town or City and State In Which the Automobile Will Be Principally Garaged / Year of Model / Trade Name / Body Type and Model; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity / Identification Number Serial Number Motor Number / Purposes of Use AS PER SCHEDULES ON FILE WITH COMPANY
IF	ANY	2. Hired Automobiles — Premium Basis — Cost of Hire Types Hired / Locations Where Automobiles Will Be Principally Used / Purposes of Use / Estimated Cost of Hire / Rates Per $100 Cost of Hire: BI, PD
IF	ANY	3. Non-Owned Automobiles — Premium Basis — Class 1 Persons and Class 2 Employees Class 1 Persons—Name of Each / Location of Headquarters of Persons Named Herein
INCLUDED	INCLUDED	Class 2 Employees—Estimated Average Number / Location of Headquarters of Class 2 Employees / Rates Per Employee: BI, PD
$ INCLUDED	$ INCLUDED	Total Advance B.I. and P.D. Premiums

ATTACHMENT #15

When used as a premium basis:

A. **"cost of hire"** means the amount incurred for (a) the hire of **automobiles**, including the entire remuneration of each employee of the **named insured** engaged in the operation of such **automobiles** subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of "cost of hire" shall be 5% of the applicable **hired automobile** rates, provided the owner of such **hired automobile** has purchased **automobile Bodily Injury** Liability and **Property Damage** Liability insurance covering the interest of the **named insured** on a direct primary basis as respects such **automobile** and submits evidence of such insurance to the **named insured**;

B. **"Class 1 persons"** means the following persons, provided their usual duties in the business of the **named insured** include the use of **non-owned automobiles**: (a) all employees, including officers, of the **named insured** compensated for the use of such **automobiles** by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the **named insured**;

C. **"Class 2 employees"** means all employees, including officers, of the **named insured**, not included in Class 1 persons.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003647

CP 00 36 (Ed. 8-74)

AUTOMOBILE PHYSICAL DAMAGE INSURANCE AMENDMENT

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

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)

It is agreed that:

1. Such insurance as is afforded under the Comprehensive Coverage is amended to provide that with respect to any **covered automobile**, to which such coverage applies, loss caused by the collision of such **covered automobile** with a bird or an animal shall be deemed not to be a loss caused by **collision.**
2. Exclusion (c) is replaced in its entirety by the following:

   "(c) to tires, unless

   (i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or

   (ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the **covered automobile**, loss caused by such damage or theft is covered by this insurance;"

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

AUTHENTIC

ATTACHMENT #18

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003648

CP 00 35 (Ed. 8-74)

COVERAGE PART **AUTOMOBILE ICAL DAMAGE INSURANCE (Fleet Automatic)** A 121a (Ed. 8-74)

For attachment to Policy No. GLA 4 52 07, to complete said policy.

SCHEDULE

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — Each covered automobile: IF ACTUAL CASH VALUE (ACV) Enter: "ACV"	and DEDUCTIBLE	IF STATED AMOUNT Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, Enter: "S", meaning "as separately stated in PHF Item 2(c)"	ADVANCE PREMIUM
O — COMPREHENSIVE		ACV	$ 150.	$	$		$ Included
P — COLLISION			$			"S"	$ Included
Q — FIRE, LIGHTNING OR TRANSPORTATION				$		"S"	$ Included
R — THEFT				$		"S"	$ Included
S — WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION				$			$
T — COMBINED ADDITIONAL				$		"S"	$ Included
V — TOWING (Not available in California)		$25 for each disablement					$
Form numbers of endorsements attached at issue							$
ATTACHMENT #16						Total Advance Premium	$ Included

Maximum Limit of Liability

Any one covered automobile	All covered automobiles	All covered automobiles at any one location
$	$	$

Records to be submitted: ☐ Monthly ☐ Quarterly ☐ Semi-Annually

PHF Item 2. Covered Automobiles as of Effective Date of this Insurance:

(a) Description; **Purposes of Use** (P & B = Pleasure and Business; C = **Commercial**)

Auto	Year Model	Trade Name	Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model	Principally Garaged In (Town, State)	Purpose of Use	Classification
1						
2						
3			As per Schedule on file with company			
4						
5						
6						

Auto	Facts Respecting Purchase: List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:
1					
2					
3					
4					
5					
6					
7					

(c) Limit of Liability (if not stated in PHF Item 1); Net Rates; Advance Premium

Auto	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for: Coverages other than Collision: Amount or "ACV"	and Deductible	Collision: "ACV"	and Deductible
1	$	$	ACV	$
2	$	$	ACV	$
3	$	$	ACV	$
4	$	$	ACV	$
5	$	$	ACV	$
6	$	$	ACV	$
7	$	$	ACV	$

"ACV" = ACTUAL CASH VALUE

Net Rates	Coverages
	O — Comprehensive
X X X	P — Collision
	Q — Fire, Lightning or Transportation
	R — Theft
	S — Windstorm, Hail, Earthquake or Explosion
	T — Combined Additional
X X X	V — Towing

Auto	ADVANCE PREMIUM: Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$
Totals	$	$	$	$	$	$	$

.m 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **named insured** is the sole owner of every **covered automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded:

1 = all **covered automobiles** 2 = all registered **covered automobiles**

3 = all **covered automobiles** of the **private passenger type** 4 = all **covered automobiles** of the **commercial type**

5 = the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4: 6 = excluding vehicles leased to the **named insured**

7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $_____

(over) A 121a

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003649

UNINSURED MOTORISTS INSURANCE

For attachment to Policy No. GLA 4 52 07, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	15 thousand dollars each person	30 thousand dollars each accident	$ Included
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ Included
Designated Insured			

Description of **Insured Highway Vehicles** (Check appropriate box)

- [X] Any **automobile** owned by the **named insured**
- [ ] Any **private passenger automobile** owned by the **named insured**
- [ ] Any **highway vehicle** to which are attached dealer's license plates issued to the **named insured**
- [ ] Any **highway vehicle** designated in the declarations of the policy by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **named insured** as a replacement therefor
- [ ] Any **mobile equipment** owned or leased by and registered in the name of the **named insured**
- [ ] ATTACHMENT #17

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for **Bodily Injury**)

The company will pay all sums which the **insured** or his legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** sustained by the **insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, determination as to whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are **insureds** under this policy, (2) persons who sustain **bodily injury**, (3) claims made or suits brought on account of **bodily injury**, or (4) **highway vehicles** to which this policy applies,

(a) The limit of liability stated in the schedule 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 accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of
(i) the owner or operator of the **uninsured highway vehicle** and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **insured** under the **bodily injury** liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"designated insured" means an individual named in the schedule under **Designated Insured;**

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **insured** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle;**

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003650

ENDORSEMENT No. 1

Date Effective 1/1/77

INSURED: NORTHERN COMMERCIAL COMPANY

RISK: COMPREHENSIVE GENERAL LIABILITY

IT IS HEREBY AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR GENERAL LIABILITY BODILY INJURY LIABILITY - COVERAGE A AND GENERAL LIABILITY PROPERTY DAMAGE LIABILITY - COVERAGE B SHALL ALSO APPLY TO THE FOLLOWING NAMED ENTITY BUT SUCH INCLUSION OF ADDITIONAL INTEREST SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY"S LIABILITY.

CITY OF SEATTLE, AS RESPECTS LAKE UNION SHORELANDS (SHIP REPAIR- SEATTLE)

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. GLA 4 52 07 of the

PROVIDENCE WASHINGTON INSURANCE CO

3/11/77
Date

ALEXANDER & ALEXANDER
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

ENDORSEMENT No. 2

Date Effective 1/1/77

INSURED: NORTHERN COMMERCIAL ET AL

RISK: COMPREHENSIVE GENERAL LIABILITY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT PARAGRAPH (3) OF THE DEFINITION "POLICY TERRITORY" IS DELETED AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

(3) ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGE BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF A PRODUCT PROVIDED THE ORIGINAL SUIT FOR SUCH DAMAGE IS BROUGHT WITHIN THE TERRITORY DESCRIBED IN PARAGRAPH (1) ABOVE."

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. GLA 4 52 07 of the PROVIDENCE WASHINGTON INSURANCE CO

3/11/77
Date

Authorized Signature
ALEXANDER & ALEXANDER

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003652

GU 6625

ENDORSEMENT

This endorsement, effective 1/1/77 (12:01 A. M., standard time), forms a part of policy No. GLA 4 52 07

issued to Northern Commercial Company

by Providence Washington Insurance Company of Alaska

In consideration of an additional premium of $3,899., it is hereby understood and agreed that forms CA 08 19, Garagekeepers' Insurance, and GU6784, Schedule of Locations, are made a part of the policy.

All other terms and conditions of this policy remain unchanged.

ALEXANDER P. ALEXANDER

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION BROOKLYN CHICAGO LOWELL SAN FRANCISCO PRINTED IN U.S.A.

End. #6 Exp. 1/1/78 6/18/77 1b

ARAGEKEEPERS' INSURANCE

Schedule

Item 1. The insurance afforded by this endorsement is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as designated herein, subject to all the terms of this endorsement having reference thereto.

Coverage	Limits of Liability		Advance Premium
	Each Location	Less Deductible	
COMPREHENSIVE	As stated in Item 2	$ 250. for each automobile for loss caused by theft or malicious mischief or vandalism.	2579.
SPECIFIED PERILS		subject to a maximum deductible of: $ 1000.	
COLLISION		$ 250. for each automobile or other property for loss caused by collision.	1320.
		Total Advance Premium	$ 3899.

Item 2. The following are the addresses of all premises where the named insured conducts garage operations.

Location No.	Address (Show main location, if any, as Location No. 1)	Maximum No. of Customers' Automobiles Stored	*Limit of Liability
1	As per attached Schedule of Locations		$
2			$
3			$

*If Collision Coverage is afforded, the limit stated for each location includes $5,000 limit for loss to property other than automobiles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

The company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified by this endorsement agrees with the named insured as follows:

I. COVERAGE AGREEMENTS.

1. The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

COMPREHENSIVE COVERAGE —loss to an automobile from any cause except collision; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood or colliding with a bird or animal, shall not be deemed loss caused by collision.

SPECIFIED PERILS COVERAGE —loss to an automobile caused by:

(a) fire or explosion; or

(b) theft or larceny; or

(c) riot or civil commotion; or

(d) malicious mischief or vandalism;

COLLISION COVERAGE —loss to an automobile or other property of a kind customarily left in the care or custody of a garage caused by collision;

occuring while such automobile or other property is in the custody of the insured for safekeeping, storage service or repair

(1) at a location stated in the Schedule or while temporarily removed therefrom in the ordinary course of the insured's business, or

(2) away from the premises if the insured is attending such automobile or property;

and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such loss, even if any of the allegations of the suit are goundless, 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.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003654

GU 6784

ENDORSEMENT

This endorsement, effective 1/1/77 (12:01 A. M., standard time), forms a part of policy No. GLA 4 52 07

is to Northern Commercial Company

by Providence Washington Insurance Company of Alaska

SCHEDULE OF LOCATIONS

LOCATION #	ADDRESS	MAXIMUM NO. OF CUSTOMERS' AUTOS STORED	LIMIT OF LIABILITY
1	2020 Freeway Drive Mt. Vernon, Washington	SIXTY	$60,000.
2	130-134 Washington St. Ketchikan, Alaska	SIXTY	$60,000.
3	250 Maryland Avenue Chehalis, Washington	ONE HUNDRED EIGHTY	$120,000.
4	Crest Ave. at Airport Blvd. Juneau, Alaska	SIXTY	$60,000.
5	Westside Campbell Station Rd. Anchorage, Alaska	THREE HUNDRED	$150,000.
6	17025 West Valley Hwy. Tukwila, Washington	THREE HUNDRED	$150,000.
7	Steese Highway Fairbanks, Alaska	THREE HUNDRED	$150,000.
8	Valdez, Alaska	THREE HUNDRED	$150,000.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

End. #8 Exp. 1/1/78 6/18/77 lb

ENDORSEMENT

This endorsement, effective 1-1-77 (12.01 A. M., standard time), forms a part of policy No. GLA 4 52 07

issued to NORTHERN COMMERCIAL COMPANY, et al.

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

It is hereby understood and agreed that Item 1 of the policy declarations, Named Insured, shall read as follows:

Northern Commercial Company, NC Machinery, NC Marine, John Fabick Tractor Company, and NC-Fabick, Joint Venture.

Any corporation, partnership, joint venture, or other entity as may now or hereafter exist which is a subsidiary of any Named Insured or is solely comprised of Named Insureds; and any affiliated companies for which the Named Insured directly or through one of its subsidiaries has managerial control and any joint venture for which any Named Insured acts as sponsor joint venturer.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 9
(Replaces Attachment #1)

ALEXANDER R. ALEXANDER
Authorized Representative

This endorsement, effective 1-1-77, forms a part of Policy No. GLA 4 52 07

issued to NORTHERN COMMERCIAL COMPANY

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

COMPOSITE RATING ENDORSEMENT - SALES

It is agreed that such insurance as is afforded by this policy applies subject to the following provisions:

1. The premium basis and rates for the Coverages described in the Schedule below are stated therein.

2. The premium stated in the Schedule is a Provisional Deposit Premium only. Upon termination of this insurance the earned premium shall be computed in accordance with the terms set forth below.

3. When used as a premium basis, the word "sales" shall mean the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period.

4. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated.

5. SCHEDULE:

COVERAGES	PREMIUM BASIS Estimated Total Annual Sales	RATES Per $100 of Sales	Provisional Deposit Premium	Minimum Premiums
GENERAL LIABILITY	$86,000,000	.31023	266,800.	

Endorsement No. 10
(Replaces Attachment No. 2)

PGA-407

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003657

GU 673

ENDORSEMENT

This endorsement, effective 1-1-77 (12.01 A. M., standard time), forms a part of policy No. GLA 4 52 07

issued to NORTHERN COMMERCIAL COMPANY, et al

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

PREMIUM PAYMENT ENDORSEMENT

It is hereby understood and agreed that the total Annual Premium for General Liaiblity for the period January 1, 1977 to January 1, 1978 is payable as follows:

Deposit Premium	$66,700.
2-1-77	$33,350.
3-1-77	$33,350.
4-1-77	$33,350.
5-1-77	$33,350.
6-1-77	$33,350.
7-1-77	$33,350.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 12
(Replaces Attachment No. 3)

ALEXANDER R. ALEXANDER
Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003658

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-77 (12:01 A.M. standard time), forms a part of policy No. GLA 4 52 07

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY OF ALASKA

It is understood and agreed that Exclusion (d) of the Comprehensive General Liability Insurance Coverage Part (L6395a) which reads as indicated below, is hereby deleted in its entirety:

Exclusion (d)

This insurance does not apply to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by and automobile owned or operated by or rented or loaned to any insured.

All other terms and conditions of this policy remain unchanged.

ATTACHMENT #10

ALEXANDER & ALEXANDER

Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003659

ENDORSEMENT No. 2

Date Effective 1/1/77

INSURED: NORTHERN COMMERCIAL ET AL

RISK: COMPREHENSIVE GENERAL LIABILITY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT PARAGRAPH (3) OF THE DEFINITION "POLICY TERRITORY" IS DELETED AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

(3) ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGE BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF A PRODUCT PROVIDED THE ORIGINAL SUIT FOR SUCH DAMAGE IS BROUGHT WITHIN THE TERRITORY DESCRIBED IN PARAGRAPH (1) ABOVE."

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. GLA 4 52 07 of the PROVIDENCE WASHINGTON INSURANCE CO

3/11/77
Date

Authorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

GENERAL LIABILITY-AUTOMOBILE POLICY

PROVIDENCE WASHINGTON INSURANCE GROUP

THE AGENCY COMPANIES

INCORPORATED 1799

[X] Providence Washington Insurance Company, Providence, Rhode Island
[ ] Motor Vehicle Casualty Company, Elmhurst, Illinois
[ ] Western Alliance Insurance Company, Austin, Texas

Each a Stock Company

The Insurer for all coverages is designated by X in block above

Northern Commercial Co

ANS'D BY

RENEWAL OF NUMBER CL 27 94 22

DECLARATIONS

No. CL 27 97 55

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Northern Commercial Company
(See Named Insured End.)
1110 Third Avenue
Seattle, Washington 98104

Item 2. Policy Period: (Mo. Day Yr.)
From 1-1-76 to 1-1-77
12:01 A.M., standard time at the address of the named insured as stated herein.

Alexander & Alexander Inc.
1414 IBM Building
Seattle, Washington 98101
Telephone 206 623-7070

Alexander & Alexander

Agent's Name and Address
Alexander & Alexander, Inc.
1414 IBM Building
Seattle, Washington 98101

The named insured is:
[ ] Individual [ ] Partnership [XX] Corporation [ ] Joint Venture [ ] Other: _____

Business of the named insured is: (ENTER BELOW)
Retail Stores & Machinery Sales

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Coverage Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance		$	Hospital Professional Liability Insurance		$
Automobile Physical Damage Insurance (Dealers)		$	Manufacturers' and Contractors' Liability Insurance		$
Automobile Physical Damage Insurance (Fleet Automatic)	A121a	$ T. B. D.	Owner's and Contractor's Protective Liability Insurance		$
Automobile Physical Damage Insurance (Non-Fleet)		$	Owners', Landlords' and Tenants' Liability Insurance		$
Basic Automobile Liability Insurance		$	Personal Injury Liability Insurance	L9288	$ Included
Completed Operations and Products Liability Insurance		$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Comprehensive Automobile Liability Insurance	A105	$ 16,550.	Premises Medical Payments Insurance		$
Comprehensive General Liability Insurance	L6395a	$ 110,300.			$
Comprehensive Personal Insurance		$			
Contractual Liability Insurance	L9484	$ Included	Storekeeper's Insurance		$
Druggists' Liability Insurance		$	Uninsured Motorists Insurance	A113	$ Included
Elevator Collision Insurance		$	Alaskan Suits	GU8882	$ 3.
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$	Liquor Liability	L9492	$ Included
Farmer's Comprehensive Personal Insurance		$			$
Farmer's Medical Payments Insurance		$			
Garage Insurance	AL9580	$ 1,174.			
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue	GU6784(7); PGA-410; PGA-404; GU6625(2); PGA-408; G1538-2; L9106; GU6631; AL9595; A4569				$
			Total Advance Premium for this policy.		$ 128,027.

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: D/M 110 5/17/76

By _____
ALEXANDER & ALEXANDER INC.
Authorized Representative

*Not applicable in Texas

Ptd. in U.S.A.

PROVIDENCE WASHINGTON INSURANCE GROUP

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

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

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"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;

"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 (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) 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 (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) 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:

(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";

"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;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"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 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 accident, 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:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"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 (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property 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 (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

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 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 claims, including actual loss of earnings not to exceed $50 per day;

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Property Damage Liability Coverage apply to property damage included within the completed operations hazard or the products hazard.

"Completed operations hazard" includes property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the 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 property damage arising out of:

(a) operations in connection with the transportation of property unless the 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) manual specifies "including completed operations."

"Products Hazard" includes property damage arising out of the Named Insured's products or reliance upon representation or warranty made at any time with respect thereto, but only if the 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.

ENDORSEMENT No. 2 exp 1/1/77

Date Effective 1/1/76

INSURED: Northern Commercial Company

RISK: Comprehensive General Liability & Automobile

CROSS LIABILITY

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount of amounts for which the company would have been liable if only one person of interest had been named as insured.

END # 2 exp 1/1/77

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance

1/1/78
Date

ALEXANDER & ALEXANDER, INC.
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

GU 6784

ENDORSEMENT

This endorsement, effective 1/1/76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington

It is understood and agreed that the policy is amended to include "Completed Operations Hazard and Products Hazard" under the Property Damage , As per the attached Endorsement

End # 1 exp 1/1/77

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.
Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003666

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

NAMED INSURED ENDORSEMENT

1. Northern Commercial Company
2. Alaska Commercial Company
3. N C Machinery Co.
4. N C Machinery Co., Ltd.
5. N C Marine
6. Northern Commercial Company, Ltd.

And any corporation, partnership, joint venture, or other entity as may now or hereafter exist which is a subsidiary of any named insured or is solely comprised of named insureds; and any affiliated companies for which the named insured directly or through one of its subsidiaries has managerial control and any joint venture for which any named insured acts as sponsoring joint venturer.

All other terms and conditions of this policy remain unchanged.

Attachment #1

ALEXANDER & ALEXANDER, INC.
Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003667

This endorsement, effective 1-1-76, forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

SINGLE LIMIT ENDORSEMENT

(Automobile and General Liability)

1. The limit of the Company's liability for damages under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein.

   $ 250,000. each occurrence

   $ 250,000. aggregate

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

   LIMITS OF LIABILITY

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

   The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

   Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies and described in any of the subparagraphs below shall not exceed the "aggregate" limit stated above.

(a) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (b) below;

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(b) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b), & (c) above, and under subparagraphs (a) and (b), separately with respect to each project away from the premises owned by or rented to the named insured.

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.

With respect to any occurrence for which this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, for the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law but the separate application of such limits shall not increase the total limit of the Company's liability.

The limits of liability stated herein as applicable to "each occurrence" shall apply to Coverage C and Coverage D in the same manner as though such insurance was provided by a separate policy.

The limits of liability stated herein shall apply to such insurance as is afforded by the policy for contractual liability in the same manner as though contractual liability insurance was provided by a separate policy.

This policy is hereby amended as herein specifically stated but not other.

ALEXANDER & ALEXANDER, INC.

Authorized Agent

Attachment #2

PGA-410 (Page 2 of 2 Pages)

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CL 27 97 55, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Various

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by named insured (ENTER BELOW)

Various

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$ See CSL Endorsement		$ 110,300.
B—Property Damage Liability	$ Excluded	$ Excluded	$Excluded
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 110,300.

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Included in Composite Rate		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions		110,300.	Excluded
Escalators (Number at Premises) None at Inception		Number Insured	Per Landing			
Independent Contractors		Cost	Per $100 of Cost		Included	Excluded
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	Excluded
Products		(b) Sales	(b) Per $1,000 of Sales		Included	Excluded
Attachment #3			Total Advance B.I. and P.D. Premiums		$110,300.	$Excluded

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

(over)

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE 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

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence, and 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, 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 except an incidental contract; but this exclusion 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;

(b) 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 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;

(c) 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 or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage 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;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any insured, or
(2) any other watercraft operated by any person in the course of his employment by any insured;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the insured under an incidental contract, or
(2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) 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;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to
(1) property owned or occupied by or rented to the insured,
(2) property used by the insured, or
(3) 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 (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion 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;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) 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;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage 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;

(p) 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;

(q) to property damage included within
(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. 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 but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(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;

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

(e) 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 (e) with respect to:
(1) bodily injury to any fellow employee of such person injured in the course of his employment, or
(2) 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.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

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 schedule as applicable to "each occurrence".

Subject to the above provision respecting "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 schedule 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 schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below;
(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
(3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—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.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003671

NOTE: DO NOT complete attaching clause if endorsement is issued with policy at its inception.

This endorsement, effective, ..., forms part of Policy No. .....

issued to .....

by .....
Name of Insurance Company

.....
Authorized Representative
ALEXANDER & ALEXANDER, INC.

DECLARATIONS

Item 1. Limits of Liability:

$ 250,000. each claim; $ 250,000. Aggregate

Item 2. PREMIUM COMPUTATION: Estimated Number of Employees: _____

Rate - Each Employee	_____ first 5,000	_____ next 5,000	_____ over 10,000	TOTAL
Estimated Premium	$	$	$	Included in $ Composite Rate

The company agrees with the insured named in the declarations of the policy hereinafter called "named insured", in consideration of the payment of the premium and in reliance upon the statements in such declarations and subject to all of the terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE: To pay on behalf of the insured, all sums which the insured shall become legally obligated to pay on account of any claim made against the insured by an employee, former employee or the beneficiaries or legal representatives thereof, and caused by any negligent act, error 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 as defined herein and described in the attached schedule made a part hereof, and the company shall defend any suit alleging such negligent act, error or omission and seeking damages which are payable under the terms of this endorsement, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not settle or compromise any claim or suit without the written consent of the insured.

II. SUPPLEMENTARY PAYMENTS: In addition to the applicable limit of liability of this endorsement, the company will:

(a) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such suit, but withour any obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company, all interest accruing after entry or judgment, until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(b) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

III. ENDORSEMENT PERIOD, TERRITORY: This endorsement applies to any negligent act, error or ommission of the insured committed during the endorsement period provided claim or suit therefor is brought:

(1) during the period of this endorsement or within one year from the termination hereof,

(2) within the United States of America, its territories or possessions, or Canada, and such claim or suit is under the legal jurisdiction of a court of law or court of equity therein.

IV. DEFINITIONS:

(a) Insured – The unqualified word "insured" includes the following while acting within the scope of their duties: the named insured and, if it is a corporation, any director, stockholder, executive officer, or other employee thereof, provided such employee 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 accident or health insurance, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs, provided such Employee Benefit Programs are described in the attached schedule of Employee Benefit Programs. Should the insured during the endorsement period, institute additional Employee Benefit Programs, coverage will apply, provided the company is notified of such additional program, or programs, within a period of 30 days after the effective date of such program;

(c) Administration – The unqualified word "Administration" wherever used shall mean:

(1) giving counsel to employee 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.

Attachment #11

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003672

EXCLUSIONS

This endorsement does not apply:

(a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humilation;

(b) 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;

(c) to any claim based upon the insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;

(d) to any claim based upon:

(1) failure of stock to perform as represented by an insured,

(2) advice given by an insured to any employee to participate or not to participate in stock subscription plans;

(e) to any claim based upon:

(1) the failure of an insurance company or other organization to perform its obligations under a contract with the insured or,

(2) any negligent act, error or omission of an insurance company or other organization under contract with the insured.

CONDITIONS

Application of Provisions of Policy and Endorsement: None of the terms of the policy except the conditions of the policy captioned "Action Against Company", "Other Insurance", "Subrogation", "Changes", "Cancellation" and "Declarations" applies to the coverage afforded by this endorsement. None of the terms of this endorsement applies to the coverage afforded by the policy.

1. Limit of Liability – The limit of the company's liability stated in the declarations as applicable to "each claim" is the limit of the company's liability for all damages incurred on account of each claim or suit covered hereunder; subject to the foregoing provisions respecting each claim, the limit of liability stated in the declarations as "aggregate" is the total limit of the company's liability for all claims covered hereunder and occurring during each policy year. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

2. Deductible Provisions – The insurance afforded by the endorsement applies subject to the following provisions:

(a) in the event of a claim $1,000 shall be deducted from the amount of each claim when determined and the company shall be liable for loss only in excess of that amount;

(b) the terms of the policy, including those with respect to notice of claim or suit, and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount;

(c) 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 insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

3. Notice of Claim or Suit – As soon as practicable, notice must be given the company on Insured receiving information as to his alleged negligent act, error or omission, with full particulars of any claim arising therefrom. If suit is brought, the Insured must immediately forward to the Company every summons or other process received by him.

4. Assignment – The interest of the insured under this endorsement shall not be assignable to any other interest.

5. Premium – The premium stated in the endorsement is an estimated premium only. Upon termination of each period of this endorsement the insured on request, will furnish the company with a statement of personnel changes during the endorsement period and the earned premium shall be computed in accordance with the company rules, rates and premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the insured shall pay the excess to the company; if less, the company shall return to the insured the unearned portion paid by such insured.

6. Terms of Endorsement Conformed to Statute – Terms of this endorsement which are in conflict with the statutes of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

Authorized Representative

GU 6625

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

In consideration of the premium charged, it is understood and agreed that coverage as provided under attachment #2 - Single limit coverage does not apply to General Liability Property Damage.

It is further understood and agreed that Paragraph B - Form G1538-2 - Employee Benefits Liability is amended to cover "Profit Sharing Plan".

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.
Authorized Representative

Attachment #12

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

LIABILITY—AUTOMOBILE

GU 8882
(Ed. 11-65)

GENERAL LIABILITY—AUTOMOBILE
FAMILY COMBINATION—SPECIAL PACKAGE

A 0021 - G 518

AMENDMENT OF SUPPLEMENTARY PAYMENTS — ALASKAN SUITS

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

ALEXANDER & ALEXANDER, INC.
Authorized Representative

SCHEDULE

The named insured elects:

☐ Limited Supplementary Payments — No Additional Premium

☒ Additional Supplementary Payments — Additional Premium $ 3.

It is agreed that with respect to any suit in Alaska defended by the company under this policy, paragraph (a) of the Supplementary Payments Provision is amended as follows in accordance with the option elected herein by the insured:

1. **Limited Supplementary Payments**
   If the named insured has elected not to pay the additional premium for the additional supplementary payments, the company shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the policy.
2. **Additional Supplementary Payments**
   If the named insured has elected to pay the additional premium, the company agrees to pay all attorney's fees taxed against the insured as costs under "Alaska Civil Rule 82".

AUTHENTIC

Attachment #18

GENERAL LIABILITY-AUTOMOBILE POLICY

PROVIDENCE WASHINGTON INSURANCE GROUP

THE AGENCY COMPANIES

1790 INCORPORATED

[X] Providence Washington Insurance Company, Providence, Rhode Island
[ ] Motor Vehicle Casualty Company, Elmhurst, Illinois
[ ] Western Alliance Insurance Company, Austin, Texas

Each a Stock Company

The Insurer for all coverages is designated by X in block above

RECEIVED FEB 1976 Northern Commercial Co. ANS'D BY

RENEWAL OF NUMBER CL 27 94 22

DECLARATIONS

No. CL 27 97 55

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Northern Commercial Company
(See Named Insured End.)
1110 Third Avenue
Seattle, Washington 98104

Item 2. Policy Period: (Mo. Day Yr.)
From 1-1-76 to 1-1-77
12:01 A.M., standard time at the address of the **named insured** as stated herein.

Alexander & Alexander Inc.
1414 IBM Building
Seattle, Washington 98101
Telephone 206 623-7070

Alexander & Alexander

Agent's Name and Address
Alexander & Alexander, Inc.
1414 IBM Building
Seattle, Washington 98101

The **named insured** is:
[ ] Individual [ ] Partnership [XX] Corporation [ ] Joint Venture [ ] Other: _____

Business of the **named insured** is: (ENTER BELOW)
Retail Stores & Machinery Sales

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Coverage Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance		$	Hospital Professional Liability Insurance		$
Automobile Physical Damage Insurance (Dealers)		$	Manufacturers' and Contractors' Liability Insurance		$
Automobile Physical Damage Insurance (Fleet Automatic)	A121a	$ T. B. D.	Owner's and Contractor's Protective Liability Insurance		$
Automobile Physical Damage Insurance (Non-Fleet)		$	Owners', Landlords' and Tenants' Liability Insurance		$
Basic Automobile Liability Insurance		$	Personal Injury Liability Insurance	L9288	$ Included
Completed Operations and Products Liability Insurance		$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Comprehensive Automobile Liability Insurance	A105	$ 16,550.	Premises Medical Payments Insurance		$
Comprehensive General Liability Insurance	L6395a	$ 110,300.			$
Comprehensive Personal Insurance		$			
Contractual Liability Insurance	L9484	$ Included	Storekeeper's Insurance		$
Druggists' Liability Insurance		$	Uninsured Motorists Insurance	A113	$ Included
Elevator Collision Insurance		$			$
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$	Alaskan Suits	GU8882	3.
Farmer's Comprehensive Personal Insurance		$	Liquor Liability	L9492	$ Included
Farmer's Medical Payments Insurance		$			
Garage Insurance	AL9580	$ 1,174.			$
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue	GU6784(7); PGA-410; PGA-404; GU6625(2); PGA-408; G1538-2; L9106; GU6631; AL9595; A4569				$
			Total Advance Premium for this policy.		$ 128,027.

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the **named insured**, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: D/M 110 5/77

By _____ ALEXANDER & ALEXANDER, INC.
Authorized Representative

*Not applicable in Texas

Ptd. in U.S.A.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003676

PROVIDENCE WASHINGTON INSURANCE GROUP

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

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

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment;**

"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;

"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 (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) 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:

(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";

"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;

"explosion hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the insured under an **incidental contract;**

"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) side-track 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 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 accident, 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:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"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 (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"underground property damage hazard" includes underground property 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the insured under an **incidental contract.**

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 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 claims, including actual loss of earnings not to exceed $[illegible] per day;

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003677

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured Northern Commercial

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 97 55	3/10/76

☐ MOTOR VEHICLE CASUALTY CO. ☐ PROVIDENCE WASHINGTON INS. CO.

T nderseement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at . e hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Alexander & Alexander Inc	258	

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.)

covered by the policy.

X☒ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Code
1974		Ford	Brougham	# 4J67S149461 Tukwila			T-01		Equip # 373		

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added subject to the applicable policy provisions. The limits of liability for such coverages are stated in the Schedule below.
10. The following coverages are eliminated: ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	250 Combined Single Limit thousand dollars each person / thousand dollars each occurrence			incl
Property Damage Liability	thousand dollars each occurrence Included in Above			incl
Medical payments	dollars each person			
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $ ACV-150			incl
Collision	Actual Cash Value less $ 250 deductible			incl
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	15 thousand dollars each person / 30 thousand dollars each accident			incl
	Total Premium			
	Net Total additional premium due company is			
	Net Total return premium due to the named insured is			incl

IND # 11 exp 1/1/77

Authorized Representative
ALEXANDER & ALEXANDER INC

FORM 3739 REV. 6/71

INSURED COPY

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003678

GU 6724

ENDORSEMENT

This endorsement, effective 2/6/76 (12.01 A. M., standard time), forms a part of policy No. CL 27 97 55

ed to Northern Commercial C: mpany

by Providence Washington Insurance Co

It is understood and agreed that Effective 2/6/76 Location # 15 Auto Center - Sitka, Alaska is deleted from the policy in its entirety. Thus amending the Maximun of Customers Automobiles to 2,610 and the Limit of Liability to 1,350,000.

End # 10 exp 1/1/77 dmm

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.
Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured NORTHERN COMMERCIAL CO.

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 97 55	4 / 20/76

☐ MOTOR VEHICLE CASUALTY CO. ☐ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Alexander & Alexander Inc.	258	

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☒ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
1976	Ford	F 262 S/$	PU W/4x4 Drive	# F26BRC05870	Veh # 488						McGrath, Al

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.
10. The following coverages are eliminated: ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	250 CSL thousand dollars each person thousand dollars each occurrence	INCL		
Property Damage Liability	INCL thousand dollars each occurrence	INCL		
Medical payments	dollars each person			
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $ ACV-150	INCL		
Collision	Actual Cash Value less $ 250 deductible	INCL		
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	25 thousand dollars each person 50 thousand dollars each accident	INCL		
	Total Premium	INCL IN	COMPOSITE	

END # 9 exp 1/1/77 dmm

Net Total additional premium due company is

Net Total return premium due to the named insured is

Authorized Representative
ALEXANDER & ALEXANDER, INC.

FORM 8739 REV. 6/71

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003680

ENDORSEMENT No. 8

Date Effective vario us

INSURED: Northern Commercial Company

RISK:

It is understood that the following are added to the policy:

Period of Coverage	Vehicle	Coverage
2/2/76 to 2/6/76	40'Fruehauf Flatbed Trailer # FWM720317 $6,000	Liability, 500 Ded Coll, Fire & Theft
2/2/76 to 2/6/76	1976 Ford E 25 Club Wgn # E22AHB04057	Liability, Comp acv-150ded, 250 Coll
2/6/76 to 3/5/76	1975 Mack Diesel Value $45,000	liability, Comp 150 Ded , 250 Coll.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance Company

1/1/76
Date

ALEXANDER & ALEXANDER, INC.
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003681

ENDORSEMENT No. 7

Date Effective 1/1/76

INSURED: Northern Commercial Company

RISK: Comprehensive General Liability & Automobile

It is understood and agreed that Exclusion O & P of the Contractual Liability Insurance Part (L9484) which reads as indicated below, is hereby deleted in its entirety:

Exclusion O

This insurance does not apply to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or loading or unloading thereof.

Exclusion P

This insurance does not apply to bodily injury or property damage arising out of operations, within fifty feet of any railroad property; affecting any railroad bridge or trestle, tracks , road beds, tunnel, underpass or crossing.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance Co

1/1/76
Date

ALEXANDER & ALEXANDER, INC.
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

GU 6784

ENDORSEMENT

This endorsement, effective 1/1/76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

to Northern Commercial Company

by Providence Washington Insurance Company

It is understood and agreed that Exclusion (e) of the Comprehensive General Liability Insurance Coverage Part (L6395a) which reads as indicated below, is hereby deleted in its entirety:

Exclusion (e)

"This insurance does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) Any watercraft owned or operated by or rented or loaned to any insured, or

(2) Any other watercraft operated by any person in the course of his employment by any insured.

It is agreed that this endorsement applies only to watercraft under 50feet in length.

End # 6 a exp 1/1/77

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

ENDORSEMENT No. 5a

Date Effective 1/1/76

INSURED: Northern Commercial Company

RISK: Comprehensive General Liability & Automobile Liability

It is understood and agreed that under attachment #1 Named Insured Endorsement Item # 6 . Alaska Rivers Navigation Company is deleted in its entirety.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance Company

4/13/76
Date

ALEXANDER & ALEXANDER, INC.
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

ENDORSEMENT No. 5 exp 1/1/77

Date Effective 1/1/ 76

INSURED: NORTHERN COMMERCIAL COMPANY

RISK: COMPREHENSIVE GENERAL LIABILITY & AUTOMOBILE LIABILITY POLICY

In consideration of the additional premium of $250.00 , it is agreed that the policy provided coverage for all vehciles loaned, rented or short term leased vehicles under the terms of the policy.

Bodily Injury	110.00
Property Damage	50.00
Medical	20.00
Uninsured Motorists	10.00
ACV Comprehensive	20.00
$100.00 Deductible Collision	40.00
	$250.00

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance Company

4/13/76
Date

Authorized Signature
ALEXANDER & ALEXANDER, INC.

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

ENDORSEMENT No. 4 exp 1/1/77

Date Effective 1/1/76

INSURED: Northern Commercial

RISK: Comprehensive General Liability & Automobile

It is understood and agreed that Exclusion (e) of the Comprehensive General Liability Insurance Coverage Part (L6395a) which reads as indicated below, is hereby deleted in its entirety:

Exclusion (d)

This insurance does not apply to bodily injury or property damage 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 .

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance Company

1/1/76
Date

ALEXANDER & ALEXANDER, INC.
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003686

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Property Damage Liability Coverage apply to property damage included within the completed operations hazard or the products hazard.

"Completed operations hazard" includes property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the 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 property damage arising out of:

(a) operations in connection with the transportation of property unless the 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) manual specifies "including completed operations."

"Products Hazard" includes property damage arising out of the Named Insured's products or reliance upon representation or warranty made at any time with respect thereto, but only if the 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.

ENDORSEMENT No. 2 exp 1/1/77

Date Effective 1/1/76

INSURED: Northern Commercial Company

RISK: Comprehensive General Liability & Automobile

CROSS LIABILITY

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount of amounts for which the company would have been liable if only one person of interest had been named as insured.

END # 2 exp 1/1/77

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 97 55 of the

Providence Washington Insurance

1/1/76
Date

ALEXANDER & ALEXANDER, INC.
Autorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, WA 98101

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003688

GU 6784

ENDORSEMENT

This endorsement, effective 1/1/76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

d to Northern Commercial Company

by Providence Washington

It is understood and agreed that the policy is amended to include "Completed Operations Hazard and Products Hazard" under the Property Damage , As per the attached Endorsement

d # 1 exp 1/1/77

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.
Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

is to Northern Commercial Company

by Providence Washington Insurance Company

NAMED INSURED ENDORSEMENT

1. Northern Commercial Company
2. Alaska Commercial Company
3. N C Machinery Co.
4. N C Machinery Co., Ltd.
5. N C Marine
6. Northern Commercial Company, Ltd.

And any corporation, partnership, joint venture, or other entity as may now or hereafter exist which is a subsidiary of any named insured or is solely comprised of named insureds; and any affiliated companies for which the named insured directly or through one of its subsidiaries has managerial control and any joint venture for which any named insured acts as sponsoring joint venturer.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

Attachment #1

ALEXANDER & ALEXANDER, INC.
Authorized Representative

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

d to Northern Commercial Company

by Providence Washington Insurance Company

In consideration of the premium charged, it is understood and agreed that Form AL9580, Garagekeepers' Legal Liability is amended as follows:

"Coverage applies only to automobiles away from the premises if the insured is attending such automobile or property". "It is further agreed that coverage is excluded while such automobile or property is located at the premises of the insured."

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING PRINTED IN U.S.A. CHICAGO-BROOKLYN AND SUPPLY DIVISION

Attachment #25

ALEXANDER & ALEXANDER, INC.
Authorized Representative

This endorsement, effective 1-1-76, forms a part policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

SINGLE LIMIT ENDORSEMENT

(Automobile and General Liability)

1. The limit of the Company's liability for damages under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein.

   $ 250,000. each occurrence

   $ 250,000. aggregate

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

   LIMITS OF LIABILITY

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

   The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

   Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies and described in any of the subparagraphs below shall not exceed the "aggregate" limit stated above.

(a) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (b) below;

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(b) all property dama arising out of and occurring the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b), & (c) above, and under subparagraphs (a) and (b), separately with respect to each project away from the premises owned by or rented to the named insured.

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.

With respect to any occurrence for which this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, for the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law but the separate application of such limits shall not increase the total limit of the Company's liability.

The limits of liability stated herein as applicable to "each occurrence" shall apply to Coverage C and Coverage D in the same manner as though such insurance was provided by a separate policy.

The limits of liability stated herein shall apply to such insurance as is afforded by the policy for contractual liability in the same manner as though contractual liability insurance was provided by a separate policy.

This policy is hereby amended as herein specifically stated but not other .

ALEXANDER & ALEXANDER, INC.

Authorized Agent

Attachment #2

PGA-410 (Page 2 of 2 Pages)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003693

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CL 27 97 55, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Various

Is of **named insured** in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by **named insured** (ENTER BELOW)

Various

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$ See CSL Endorsement		$ 110,300.
B—Property Damage Liability	$ Excluded	$ Excluded	$Excluded
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 110,300.

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Included in Composite Rate		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions		110,300.	Excluded
Escalators (Number at Premises) None at Inception		Number Insured	Per Landing			
Independent Contractors		Cost	Per $100 of Cost		Included	Excluded
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	Excluded
Products		(b) Sales	(b) Per $1,000 of Sales		Included	Excluded
Attachment #3			Total Advance B.I. and P.D. Premiums		$110,300.	$ Excluded

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. **"sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003694

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B— RTY DAMAGE 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

A. **bodily injury** or

B. **property damage**

to which this insurance applies, caused by an **occurrence**, and 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, 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 except an **incidental contract**; but this exclusion 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;

(b) 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 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**;

(c) 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 or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** 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**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 (1) any watercraft owned or operated by or rented or loaned to any **insured**, or
 (2) any other watercraft operated by any person in the course of his employment by any **insured**;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 (1) liability assumed by the **insured** under an **incidental contract**, or
 (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
 (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 (2) if not so engaged, as an owner or lessor of premises used for such purposes,
 if such liability is imposed
 (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) 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;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to
 (1) property owned or occupied by or rented to the **insured**,
 (2) property used by the **insured**, or
 (3) 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 (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion 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**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) 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 pers organization other than an **insured**;

(n) to p y **damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** 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;

(p) 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 a part, if such products, work or property are withdrawn from the ma from use because of any known or suspected defect or deficiency there

(q) to **property damage** included within
 (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 (3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. 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 but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(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;

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

(e) 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 (e) with respect to:
 (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
 (2) **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 p or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

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 schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "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 schedule 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 schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—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 con as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003695

Issued to Northern Commercial Company

by Providence Washington Insurance Company

COMPOSITE RATING ENDORSEMENT - RECEIPTS

It is agreed that such insurance as is afforded by this policy applies subject to the following provisions:

1. The premium basis and rates for the Coverages described in the Schedule below are stated therein.

2. The premium stated in the Schedule is a Provisional Deposit Premium only. Upon termination of this insurance the earned premium shall be computed in accordance with the terms hereof.

3. When used as a premium basis, the words "gross receipts" shall mean the total amount which the Named Insured receives for all sales, services and rentals.

   (a) Gross receipts shall include:
   1. The total amount received from the rental of equipment, with or without drivers, to any person or organization.
   2. The total sales of all merchandise, including parts.
   3. The total receipts for services performed.

   (b) Gross receipts shall not include:
   1. Direct taxes which the Named Insured collects as a separate item and remits directly to a governmental division.
   2. C.O.D. collections for cost of merchandise, including collection fees.
   3. Warehouse storage charges.
   4. Advertising revenue.

4. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated.

5. SCHEDULE:

COVERAGES	PREMIUM BASIS Estimated Total Annual Gross Receipts	RATES Per 1,000. of Gross Receipts	Provisional Deposit Premium	Minimum Premium
GENERAL LIABILITY				
A	100,000,000.	1.103	110,300.	
Auto Liability				
C, D, G, and H	100,000,000.	.1655	16,550	

ATTACHMENT # 4
PGA-404

ALEXANDER & ALEXANDER, INC.
Authorized Agent

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003696

(The Attaching Clause need be completed only when this e ·ment is issued subsequent to preparation of the policy.)

COMPREHENSIVE GENERAL LIABILITY INSURANCE—MAN JRERS' AND CONTRACTORS' LIABILITY INSURANCE—
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

LIABILITY

Adv-3009

L 9484
(Ed. 1-73)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage—Broad Form)

'his ..sement, effective (12:01 A. M., standard time), forms a part of policy No.

ssued to

ɔy

ALEXANDER & ALEXANDER, INC.
Authorized Representative

SCHEDULE

'he insurance afforded for contractual liability is only with respect to such of the following Coverages as are indicated by a specific premium charge ·pplicable thereto. The limits of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy ıaving reference thereto.

Advance Premiums	Limits of Liability		Coverages
	each occurrence	aggregate	
$	$ 250,000.		Contractual Bodily Injury Liability
$	$ Excluded	$ Excluded	Contractual Property Damage Liability
$ Included	Total Advance Premium		

Advance Premiums		Rates		Premium Bases	Code No.	Designation of Contracts on File or Known to the Company
Bodily Injury	Property Damage	B.I.	P.D.			
Included		(a) Per $100 of Cost (b) Per $1,000 of Sales		(a) Cost (b) Sales		Included in Composite Rate
$	$	Total Advance B.I. and P.D. Premiums				

Attachment #5

he following exclusions do not apply with respect to any "construction agreement".

he company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees ·ith the named insured as follows:

. COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY
CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured, ·y reason of contractual liability assumed by him under any written contract ·f the type designated in the schedule for this insurance, shall become legally ·bligated to pay as damages because of

bodily injury or
property damage

ɔ which this insurance applies, caused by an occurrence, and the company hall have the right and duty to defend any suit against the insured seeking ·amages on account of such bodily injury or property damage, even if any of he allegations of the suit are groundless, false or fraudulent, and may make uch investigation and settlement of any claim or suit as it deems expedient, ıut the company shall not be obligated to pay any claim or judgment or to 'efend

1) any arbitration proceeding wherein the company is not entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such proceedings, or

2) 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 incidental contract;

(b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such insured, including
(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
(ii) supervisory, inspection or engineering services;

(2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(d) to bodily injury or property damage for which the indemnitee may be held liable

(over)

(1) as a person or organization engaged in the business of manufacturing, distributing, sell[illegible] or serving alcoholic beverages, or

(2) if not so enga[illegible] s an owner or lessor of premises used for such purposes.

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

(e) 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;

(f) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury or property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(g) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,
(2) property used by the **insured**, or
(3) property in the care, custody or control of the **insured** or as to which the insured is for any purpose exercising physical control;

(h) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(i) 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**;

(j) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(k) to **property damage** 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;

(l) 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;

(m) 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;

(n) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

Unless stated in the schedule as not applicable, the following exclusions also apply to **contractual liability** assumed by the **insured** under any agreement relating to construction operations.

This insurance does not apply:

(o) to **bodily injury** or **property damage** arising out of construction, maintenance or repair of watercraft or loading or unloading thereof;

(p) to **bodily injury** or **property damage** arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

(q) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**;

(r) to **property damage** included within

(1) the **explosion hazard**,
(2) the **collapse hazard**, or
(3) the **undergr[illegible] property damage hazard**.

II. PERSONS INSU[illegible]

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 **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**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or **suits** brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Contractual Bodily Injury Liability—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 schedule as applicable to "each **occurrence**".

Contractual Property Damage Liability—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 schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "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 schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **named insured**.

Contractual Bodily Injury and Property Damage 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**.

IV. ENDORSEMENT TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

V. 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 written 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;

"**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.

VI. ADDITIONAL CONDITIONS

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.

Premium

The advance premium stated in the schedule is the estimated premium on account of such written contracts as are on file with or known to the company. The **named insured** shall notify the company of all other written contracts entered into during the policy period to which this insurance applies.

When used as a premium basis:

1. the word "**cost**" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "**cost**" is the basis of premium, regardless of whether any liability is assumed under such contracts by the **insured**. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the **insured**, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (o) or (p) apply, unless such exclusions are voided in the schedule.
2. the word "**sales**" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

[AUTHENTIC]

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003698

GU 6625

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

CONTRACTUAL ADDITIONAL INSUREDS

It is agreed that any person or organization for whom the Named Insured has agreed in writing to provide insurance like this insurance, but only with respect to the Named Insured's operations or facilities is an additional Insured.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

Attachment #6

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. CL 27 97 55, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability See Single Limit Endorsement	250 thousand dollars aggregate	0 % Insured's Participation

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Groups of Offenses	Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$Included
B. Libel, Slander, Defamation or Violation of Right of Privacy	$Included
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$Included
Form numbers of endorsements attached at issue	$
	Total Advance Premium $ Included
Attachment #7	Minimum Premium $

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.

II. 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.**

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury,** or (3) 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 schedule 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.

IV. 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.

UNIFORM PRINTING PHILADELPHIA AUTHENTIC AND SUPPLY DIVISION

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

is to Northern Commercial Company

by Providence Washington Insurance Company

It is understood and agreed the Exclusion (c) of the Personal Injury Liability Insurance Coverage Part L9288 which reads as indicated below, is hereby deleted in its entirety.

Exclusion (c):

"This insurance does not apply 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."

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

Attachment #8

LIQUOR LIABILITY INSURANCE

For attachment to Policy No. CL 27 97 55, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premium	Limits of Liability	Coverage
$	See CSL End. thousand dollars each common cause See CSL End. thousand dollars aggregate	X—Liquor Liability
		Form numbers of endorsements attached at issue

$ Included Total Advance Premium

Advance Premium Liquor Liability	Rate	Premium Basis	Code No.	Description of Hazards	Designated Insured Premises
Included		Receipts	70416	All Stores Attachment #9	Various

When used as a premium basis:
"**receipts**" means gross amount of money charged by the **named insured** or by others during the policy period for the sale of all alcoholic beverages, and of other beverages used in connection therewith, including taxes, except taxes which the **named insured** collects as a separate item, and remits directly to a governmental division, for which accurate records are maintained apart from other receipts.

I. COVERAGE X — LIQUOR 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 to which this insurance applies, sustained by any person if such liability is imposed upon the **insured** by reason of the selling, serving or giving of any alcoholic beverage at or from the **insured premises,** and the company shall have the right and duty to defend any suit against the **insured** seeking such **damages,** 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 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;

(b) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of **damages** arising out of such injury;

(c) to injury arising out of any alcoholic beverage sold, served or given while any license therefor, required by law, is suspended or after such license expires, is cancelled or revoked;

(d) to **bodily injury** or **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 this exclusion does not apply to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable if such liability is imposed

(1) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(2) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

II. 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;

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003702

(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 liabi s 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 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.**

III. LIMITS OF LIABILITY

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

The limit of liability stated in the schedule as applicable to "each common cause" is the total liability of the company for all **damages** sustained by one or more persons as the result of the selling, serving or giving of any alcoholic beverage to any one person.

The limit of liability stated in the schedule as "aggregate" is, subject to the above provisions respecting "each common cause", the total limit of the company's liability hereunder for all **damages.** Such aggregate limit of liability shall apply separately to each **insured premises.**

IV. POLICY PERIOD; TERRITORY

This insurance applies only to injury which occurs during the policy period within the **policy territory.**

V. ADDITIONAL DEFINITIONS

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

"damages" means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which this insurance applies.

"insured premises" means:

(a) the premises designated in the schedule; and.

(b) any premises which the **named insured** acquires during the policy period for use in manufacturing, distributing, selling, serving or giving alcoholic beverages if (1) the **named insured** notifies the company within 30 days after such acquisition and (2) the **named insured** has no other valid and collectible insurance applicable to the loss.

VI. AMENDED CONDITION

When used in reference to this insurance the Three Year Policy Condition is amended to read as follows:

Three Year Policy: If this policy is issued for a period of three years:

(a) The policy period is comprised of three consecutive annual periods;

(b) The rates are subject to amendment for the second and third annual periods, in accordance with the company's rules and rating plans. Amended rates shall be stated by endorsement issued to form a part of this policy;

(c) The aggregate limit of liability shall apply separately to each annual period.

VII. ADDITIONAL CONDITIONS

A. **Insured's Duties in the Event of Injury, Claim or Suit**
When an injury occurs written notice shall be given by or on behalf of the **insured** in accordance with the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition.

B. **Limitation of Coverage — Other Liability Insurance**
The insurance afforded by this Part does not apply to any injury with respect to which insurance is otherwise afforded by, or would be afforded but for the exhaustion of the limits of, the policy.

AUTHENTIC

This endorsement, effective, 1-1-76 forms a part of Policy No. CL 27 97 55

issued to Northern Commercial Company

Providence Washington Insurance Company

STOP-GAP ENDORSEMENT

In consideration of the premium herein provided, it is agreed that if, under any circumstances, it is determined that any employee of the insured who is reported and declared under the Workmen's Compensation Law or Laws of the State(s) of Washington is injured in the course of his employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then this policy shall cover the legal liability of the insured for such bodily injury, disease, or death.

The Company's liability under this endorsement on account of bodily injury, disease, or death of one person, including damages for care and loss, as the result of one occurrence, is limited to the sum of Two Hundred Fifty Thousand Dollars ($ 250,000.) And, subject to the same limit for each person, the Company's total liability for bodily injury, disease, or death as a result of one occurrence is limited to the sum of Two Hundred Fifty Thousand Dollars ($ 250,000.)

The insurance granted by this endorsement shall not apply to:

(a) Any premium, assessment, penalty, fine, or other obligation imposed by any Workmen's Compensation law;
(b) Bodily injury, disease or death suffered or caused by any person knowingly employed by the insured in violation of any law as to age, or under the age of 14 years regardless of any such law;
(c) Bodily injury, disease or death suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;
(d) Aircraft operation or the performance of any duty in connection with aircraft while in flight;
(e) Any claim for bodily injury, disease, or death with respect to which the insured is deprived of any defense of defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Workmen's Compensation Law or Laws of the State(s) above named.

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the Workmen's Compensation Law or Laws of the State(s) above named.

CODE	ESTIMATED PAYROLL	RATE	PREMIUM	MINIMUM PREMIUM
	Included in Composite Rate			

ALEXANDER & ALEXANDER, INC.

Authorized Agent

Attachment # 10
PGA-408

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003704

NOTE: Do NOT complete attaching clause if endorsement is issued with policy at its inception.

This endorsement, effective, ... , forms part of Policy No. .....

issued to .....

by .....
Name of Insurance Company

.....
Authorized Representative
ALEXANDER & ALEXANDER, INC.

DECLARATIONS

Item 1. Limits of Liability:

$ 250,000. each claim; $ 250,000. Aggregate

Item 2. PREMIUM COMPUTATION: Estimated Number of Employees: _____

Rate - Each Employee	_____ first 5,000	_____ next 5,000	_____ over 10,000	TOTAL
Estimated Premium	$	$	$	Included in $ Composite Rate

The company agrees with the insured named in the declarations of the policy hereinafter called "named insured", in consideration of the payment of the premium and in reliance upon the statements in such declarations and subject to all of the terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE: To pay on behalf of the insured, all sums which the insured shall become legally obligated to pay on account of any claim made against the insured by an employee, former employee or the beneficiaries or legal representatives thereof, and caused by any negligent act, error 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 as defined herein and described in the attached schedule made a part hereof, and the company shall defend any suit alleging such negligent act, error or omission and seeking damages which are payable under the terms of this endorsement, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not settle or compromise any claim or suit without the written consent of the insured.

II. SUPPLEMENTARY PAYMENTS: In addition to the applicable limit of liability of this endorsement, the company will:

(a) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company, all interest accruing after entry or judgment, until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(b) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

III. ENDORSEMENT PERIOD, TERRITORY: This endorsement applies to any negligent act, error or ommission of the insured committed during the endorsement period provided claim or suit therefor is brought:

(1) during the period of this endorsement or within one year from the termination hereof,

(2) within the United States of America, its territories or possessions, or Canada, and such claim or suit is under the legal jurisdiction of a court of law or court of equity therein.

IV. DEFINITIONS:

(a) Insured – The unqualified word "insured" includes the following while acting within the scope of their duties: the named insured and, if it is a corporation, any director, stockholder, executive officer, or other employee thereof, provided such employee 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 accident or health insurance, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs, provided such Employee Benefit Programs are described in the attached schedule of Employee Benefit Programs. Should the insured during the endorsement period, institute additional Employee Benefit Programs, coverage will apply, provided the company is notified of such additional program, or programs, within a period of 30 days after the effective date of such program;

(c) Administration – The unqualified word "Administration" wherever used shall mean:

(1) giving counsel to employee 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.

Attachment #11

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003705

EXCLUSIONS

This endorsement does not apply:

(a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humilation;

(b) 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;

(c) to any claim based upon the insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;

(d) to any claim based upon:

(1) failure of stock to perform as represented by an insured,

(2) advice given by an insured to any employee to participate or not to participate in stock subscription plans;

(e) to any claim based upon:

(1) the failure of an insurance company or other organization to perform its obligations under a contract with the insured or,

(2) any negligent act, error or omission of an insurance company or other organization under contract with the insured.

CONDITIONS

Application of Provisions of Policy and Endorsement: None of the terms of the policy except the conditions of the policy captioned "Action Against Company", "Other Insurance", "Subrogation", "Changes", "Cancellation" and "Declarations" applies to the coverage afforded by this endorsement. None of the terms of this endorsement applies to the coverage afforded by the policy.

1. Limit of Liability – The limit of the company's liability stated in the declarations as applicable to "each claim" is the limit of the company's liability for all damages incurred on account of each claim or suit covered hereunder; subject to the foregoing provisions respecting each claim, the limit of liability stated in the declarations as "aggregate" is the total limit of the company's liability for all claims covered hereunder and occurring during each policy year. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

2. Deductible Provisions – The insurance afforded by the endorsement applies subject to the following provisions:

(a) in the event of a claim $1,000 shall be deducted from the amount of each claim when determined and the company shall be liable for loss only in excess of that amount;

(b) the terms of the policy, including those with respect to notice of claim or suit, and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount;

(c) 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 insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

3. Notice of Claim or Suit – As soon as practicable, notice must be given the company on Insured receiving information as to his alleged negligent act, error or omission, with full particulars of any claim arising therefrom. If suit is brought, the Insured must immediately forward to the Company every summons or other process received by him.

4. Assignment – The interest of the insured under this endorsement shall not be assignable to any other interest.

5. Premium – The premium stated in the endorsement is an estimated premium only. Upon termination of each period of this endorsement the insured on request, will furnish the company with a statement of personnel changes during the endorsement period and the earned premium shall be computed in accordance with the company rules, rates and premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the insured shall pay the excess to the company; if less, the company shall return to the insured the unearned portion paid by such insured.

6. Terms of Endorsement Conformed to Statute – Terms of this endorsement which are in conflict with the statutes of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

Authorized Representative

GU 6625

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

is issued to Northern Commercial Company

by Providence Washington Insurance Company

In consideration of the premium charged, it is understood and agreed that coverage as provided under attachment #2 - Single limit coverage does not apply to General Liability Property Damage.

It is further understood and agreed that Paragraph B - Form G1538-2 - Employee Benefits Liability is amended to cover "Profit Sharing Plan".

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

Attachment #12

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003707

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

d to Northern Commercial Company

by Providence Washington Insurance Company

ADDITIONAL INTEREST ENDORSEMENT
(General Liability)

It is hereby agreed that such insurance as is afforded by this policy for General Liability Bodily Injury Liability - Coverage A - and General Liability Property Damage Liability - Coverage B - shall also apply to the following named entity but such inclusion of additional interest shall not operate to increase the limits of the Company's liability.

City of Seattle, as respects Lake Union Shorelands (Ship Repair-Seattle)

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-PROCLYN

Attachment #14

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

ADDITIONAL INTEREST ENDORSEMENT
(General Liability)

It is hereby agreed that such insurance as is afforded by this policy for General Liability Bodily Injury Liability - Coverage A - and General Liability Property Damage Liability - Coverage B - shall also apply to the following named entity but such inclusion of additional interest shall not operate to increase the limits of the Company's liability.

Associated Leasing as respects store equipment at Anchorage, Alaska

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

Attachment #15

GU 6784

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

'd to Northern Commercial Company

by Providence Washington Insurance Company

In consideration of the premium charged, it is agreed that paragraph (3) of the definition "policy territory" is deleted and the following is substituted therefore:

"(3) anywhere in the world with respect to damage because of bodily injury or property damage arising out of a product provided the original suit for such damage is brought within the territory described in paragraph (1) above."

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.
Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

Attachment #16

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

LIABILITY

L 9106
(Ed. 10-66)

G 106

ADDITIONAL INSURED

(Employees)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

ALEXANDER & ALEXANDER, INC.
Authorized Representative

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.

AUTHENTIC

Attachment #17

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

LIABILITY—AUTOMOBILE

GU 8882
(Ed. 11-69)

GENERAL LIABILITY—AUTOMOBILE
FAMILY COMBINATION—SPECIAL PACKAGE

A 0021 - G 518

AMENDMENT OF SUPPLEMENTARY PAYMENTS — ALASKAN SUITS

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

ALEXANDER & ALEXANDER, INC.
Authorized Representative

SCHEDULE

The named insured elects:

☐ Limited Supplementary Payments — No Additional Premium

☒ Additional Supplementary Payments — Additional Premium $ 3.

It is agreed that with respect to any suit in Alaska defended by the company under this policy, paragraph (a) of the Supplementary Payments Provision is amended as follows in accordance with the option elected herein by the insured:

1. **Limited Supplementary Payments**
   If the named insured has elected not to pay the additional premium for the additional supplementary payments, the company shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the policy.
2. **Additional Supplementary Payments**
   If the named insured has elected to pay the additional premium, the company agrees to pay all attorney's fees taxed against the insured as costs under "Alaska Civil Rule 82".

AUTHENTIC

Attachment #18

COVERAGE PART

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

For attachment to Policy No. CL 27 97 55, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
C—Bodily Injury Liability	See CSL thousand dollars each person	See thousand dollars each occurrence	$ 16,550.
D—Property Damage Liability	END. thousand dollars each occurrence	CSL End.	$ Included
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 16,550.

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						BI	PD
Town or City and State In Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
Included in Composite RATE - Subject to up-dated Automobile Schedule						16,550.	Included
2. Hired Automobiles — Premium Basis — Cost of Hire							
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use	Estimated Cost of Hire	Rates Per $100 Cost of Hire: BI	Rates Per $100 Cost of Hire: PD		
						If Any	
3. Non-Owned Automobiles — Premium Basis — Class 1 Persons and Class 2 Employees							
Class 1 Persons—Name of Each	Location of Headquarters of Persons Named Herein						
						If Any	
Class 2 Employees—Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates Per Employee: BI	Rates Per Employee: PD				
						Included	
Attachment #19					Total Advance B.I. and P.D. Premiums	$ 16,550.	$ Included

When used as a premium basis:

A. **"cost of hire"** means the amount incurred for (a) the hire of **automobiles,** including the entire remuneration of each employee of the **named insured** engaged in the operation of such **automobiles** subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of "cost of hire" shall be 5% of the applicable **hired automobile** rates, provided the owner of such **hired automobile** has purchased **automobile Bodily Injury** Liability and **Property Damage** Liability insurance covering the interest of the **named insured** on a direct primary basis as respects such **automobile** and submits evidence of such insurance to the **named insured;**

B. **"Class 1 persons"** means the following persons, provided their usual duties in the business of the **named insured** include the use of **non-owned automobiles:** (a) all employees, including officers, of the **named insured** compensated for the use of such **automobiles** by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the **named insured;**

C. **"Class 2 employees"** means all employees, including officers, of the **named insured,** not included in Class 1 persons.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003713

I. COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—PROPERTY DAMAGE 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

C. **bodily injury** or

D. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **automobile**, and 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, 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 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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to **property damage** to

(1) property owned or being transported by the **insured**, or

(2) property rented to or in the care, custody or control of the **insured**, or as to which the **insured** is for any purpose exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;

(e) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

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

(a) the **named insured**;

(b) 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**;

(c) 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;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **insured** under (a), (b) or (c) above.

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

(i) 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;

(ii) 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 any agent or employee of any such owner or lessee;

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

(iv) any person or organization, other than the **named insured**, with respect to:

(1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or

(2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;

(v) 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.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage D—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 schedule as applicable to "each **occurrence**".

Coverages C and D—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**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

V. ADDITIONAL DEFINITIONS

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

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

"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 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**;

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

"owned automobile" means an **automobile** owned by the **named insured**;

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

"trailer" includes semi-trailer but does not include **mobile equipment**.

VI. ADDITIONAL CONDITIONS

A. **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**.

B. **Out of State Insurance**

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

AUTHENTIC

CP 00 35 (Ed. 8-74)

COVERAGE PART **AUTOMOBILE CAL DAMAGE INSURANCE (Fleet Automatic)** A 121a (Ed. 8-74)

For attachment to Policy No. CL 27 97 55, to complete said policy.

SCHEDULE

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — Each covered automobile: IF ACTUAL CASH VALUE (ACV) "ACV"	Enter: and DEDUCTIBLE	IF STATED AMOUNT Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, Enter: "S" meaning "as separately stated in PHF Item 2(c)"	ADVANCE PREMIUM
O — COMPREHENSIVE	ACV		$	$	$	S	$ To Be Determined
P — COLLISION	ACV		$			S	$ TO Be Determined
Q — FIRE, LIGHTNING OR TRANSPORTATION				$			$
R — THEFT				$			$
S — WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION				$			$
T — COMBINED ADDITIONAL				$			$
V — TOWING (Not available in California)		$25 for each disablement					$
Form numbers of endorsements attached at issue							$ To Be
						Total Advance Premium	$ Determined

Maximum Limit of Liability

Any one **covered automobile** $ 10,000. All **covered automobiles** $ 350,000. All **covered automobiles** at any one location $ 150,000.

Records to be submitted: ☐ Monthly ☐ Quarterly ☐ Semi-Annually

PHF Item 2. **Covered Automobiles** as of Effective Date of this Insurance:

(a) Description; **Purposes of Use** (P & B = Pleasure and Business; C = Commercial)

Auto	Year Model	Trade Name	Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model	Principally Garaged In (Town, State)	Purpose of Use	Classification
1						
2						
3						
4			Automobile - Subject to up-date Automobile Schedule			
5						
6						

Auto	Facts Respecting Purchase: List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:
1					
2					
3					
4					
5					
6			Attachment #20		
7					

(c) Limit of Liability (if not stated in PHF Item 1); Net Rates; Advance Premium

Auto	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for: Coverages other than Collision: Enter: Amount or "ACV"	and Deductible	Collision: "ACV"	Enter: and Deductible
1	$	$	ACV	$
2	$	$	ACV	$
3	$	$	ACV	$
4	$	$	ACV	$
5	$	$	ACV	$
6	$	$	ACV	$
7	$	$	ACV	$

"ACV" = ACTUAL CASH VALUE

Net Rates	Coverages
	O — Comprehensive
X X X	P — Collision
	Q — Fire, Lightning or Transportation
	R — Theft
	S — Windstorm, Hail, Earthquake or Explosion
	T — Combined Additional
X X X	V — Towing

Auto	ADVANCE PREMIUM: Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$
Totals	$	$	$	$	$	$	$

PHF Item 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **named insured** is the sole owner of every **covered automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded:

1 = all **covered automobiles**
2 = all registered **covered automobiles**
3 = all **covered automobiles** of the **private passenger type**
4 = all **covered automobiles** of the **commercial type**
5 = the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4. 6 = excluding vehicles leased to the **named insured**

7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $_____

(over) A 121a

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003715

I. COVERAGE AGREEMENTS

1. The company wi[illegible] or loss to **covered automobiles**, under:
COVERAGE O. C[illegible]CHENSIVE—from any cause except **collision**; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed **loss** caused by **collision;**

COVERAGE P. COLLISION — caused by **collision;**
COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by
(a) fire or lightning,
(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or
(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;
COVERAGE R. THEFT — caused by theft or larceny;
COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION — caused by windstorm, hail, earthquake or explosion;
COVERAGE T. COMBINED ADDITIONAL — caused by
(a) windstorm, hail, earthquake or explosion,
(b) riot or civil commotion,
(c) the forced landing or falling of any aircraft or its parts or equipment,
(d) malicious mischief or vandalism,
(e) flood or rising waters, or
(f) external discharge or leakage of water;
provided that, with respect to each **covered automobile**,
(i) under the Comprehensive coverage (except as to **loss** from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each **loss** in excess of the deductible amount, if any, stated in the schedule as applicable thereto;
(ii) under the Combined Additional coverage, $25 shall be deducted from the amount of each **loss** caused by malicious mischief or vandalism.

2. The company will pay, under:
COVERAGE V. TOWING — for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

3. **SUPPLEMENTARY PAYMENTS**
In addition to the applicable limits of liability, the company will:
(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable;
(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:
(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;
(b) to damage which is due and confined to:
(i) wear and tear, or
(ii) freezing, or
(iii) mechanical or electrical breakdown or failure,
unless such damage is the result of other **loss** covered by this insurance;
(c) to tires, unless
(i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or
(ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the **covered automobile**, **loss** caused by such damage or theft is covered by this insurance;
(d) to **loss** due to
(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
(ii) radioactive contamination;
(e) to **loss** to
(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the **covered automobile;**
(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
(f) to **loss** to a **camper body** designed for use with a **covered automobile** and not designated in the schedule and for which no premium has been charged if such **camper body** was owned at the inception of the policy period or the inception of any renewal or extension period thereof;
(g) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
(h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;
(i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-driven.

II. **LIMIT OF LIABILITY**

1. The limit of the company's liability for **loss** to any one **covered automobile** shall not exceed the least of the following amounts:
(a) the actual cash value of such **covered automobile**, or if the **loss** is to a part thereof the actual cash value of such part, at time of **loss**; or
(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or
(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the **loss** to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";
and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the company's liability for all **loss** directly attributable to a single happening out of which **loss** occurs shall not exceed:
(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;
(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III. **POLICY PERIOD; TERRITORY; PURPOSES OF USE**

This i[illegible]e applies only to **loss** which occurs during the policy period, while the **covered** [illegible]**obile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a **covered automobile** described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. **ADDITIONAL DEFINITIONS**

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

"camper body" means a body designed to be mounted upon a **covered auto**[illegible] and equipped as sleeping or living quarters;
"collision" means (i) collision of a **covered automobile** with another object or [illegible] a vehicle to which it is attached, or (ii) upset of such **covered automobile;**
"commercial type" means
(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or
(ii) an altered **private passenger type** vehicle used for retail or wholesale delivery;
"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either
(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is:
(i) owned by the **named insured**, or
(ii) leased to the **named insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **named insured** or for its repair or exchange; or
(b) if not so designated, such vehicle is newly acquired by the **named insured** during the policy period provided, however, that:
(i) it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and
(ii) the **named insured** notifies the company within 30 days following such delivery date;
but **"covered automobile"** does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **named insured**, unless specifically stated otherwise by endorsement forming a part of the policy;
"loss" means direct and accidental loss or damage;
"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;
as to **"purposes of use"**:
"commercial" means use principally in the business occupation of the **named insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;
"pleasure and business" means personal, pleasure, family and business use.

V. **CONDITIONS**

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss**
In the event of **loss** the **named insured** shall:
(a) protect the **covered automobile**, whether or not this insurance applies to the **loss**, and any further loss or damage due to the **named insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
(b) give notice thereof as soon as practicable to the company or any of its auth[illegible] agents and also, in the event of theft or larceny, to the police;
(c) file with the company, within 91 days after **loss**, his sworn proof of **loss** in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;
(d) cooperate with the company and, upon the company's request, shall 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 **named insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss**
With respect to any **loss** covered by this insurance, the company may pay for said **loss** in money, or may:
(a) repair or replace the damaged or stolen property, or
(b) return at its expense any stolen property to the **named insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced, or
(c) take all or any part of the damaged or stolen property at the agreed or appraised value,
but there shall be no abandonment to the company.

3. **Appraisal**
If the **named insured** and the company fail to agree as to the amount of **loss**, either may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In such event the **named insured** and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of **loss** and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **loss**. The **named insured** and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. **Action Against Company**
No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this insurance.

5. **Other Insurance**
If the **named insured** has other insurance against a **loss** covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such l[illegible] provided, however, with respect to any **covered automobile** newly acquired durin[illegible] policy period and not described in the schedule, this insurance shall not apply to **loss** against which the **named insured** has other valid and collectible insurance.

6. **No Benefit to Bailee**
None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute**
Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

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UNINSURED MOTORISTS INSURANCE

For attachment to Policy No. CL 27 97 55, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	25 thousand dollars each person	50 thousand dollars each accident	$ Included
Form numbers of endorsements attached at issue			In $ Composite
		Total Advance Premium	$ Rate

Designated Insured
Applicable to Automobiles
Garaged in Alaska

Description of Insured Highway Vehicles (Check appropriate box)

- [XX] Any **automobile** owned by the **named insured**
- [ ] Any **private passenger automobile** owned by the **named insured**
- [ ] Any **highway vehicle** to which are attached dealer's license plates issued to the **named insured**
- [ ] Any **highway vehicle** designated in the declarations of the policy by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **named insured** as a replacement therefor
- [ ] Any **mobile equipment** owned or leased by and registered in the name of the **named insured**
- [ ] _____

Attachment #21

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for **Bodily Injury**)

The company will pay all sums which the **insured** or his legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** sustained by the **insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, determination as to whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are **insureds** under this policy, (2) persons who sustain **bodily injury**, (3) claims made or suits brought on account of **bodily injury**, or (4) **highway vehicles** to which this policy applies,

(a) The limit of liability stated in the schedule 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 accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of
(i) the owner or operator of the **uninsured highway vehicle** and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **insured** under the **bodily injury** liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"designated insured" means an individual named in the schedule under **Designated Insured**;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **insured** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle**;

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days

(over)

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thereafter a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is ur rtainable, and setting forth the facts in support thereof; and

(c) at the company's request, the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle**:

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **named** or **designated insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured**; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a **hit-and-run vehicle**;

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle**,

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured**.

B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperatio he Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

E. Other Insurance.

With respect to **bodily injury** to an **insured** while **occupying** a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

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

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the **insured**, or

(b) if the **insured** be a minor to his parent or guardian, or

(c) if the **insured** be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

AUTHENTIC

UNINSURED MOTORISTS INSURANCE

For attachment to Policy No. CL 27 97 55, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	15 thousand dollars each person	30 thousand dollars each accident	$ Included
Form numbers of endorsements attached at issue			In $ Composite
		Total Advance Premium	$ Rate
Designated Insured			

Description of **Insured Highway Vehicles** (Check appropriate box)

- [XX] Any **automobile** owned by the **named insured**
- [ ] Any **private passenger automobile** owned by the **named insured**
- [ ] Any **highway vehicle** to which are attached dealer's license plates issued to the **named insured**
- [ ] Any **highway vehicle** designated in the declarations of the policy by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **named insured** as a replacement therefor
- [ ] Any **mobile equipment** owned or leased by and registered in the name of the **named insured**
- [ ] _____

I. COVERAGE U—UNINSURED MOTORISTS

Attachment #22

(Damages for **Bodily Injury**)

The company will pay all sums which the **insured** or his legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** sustained by the **insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, determination as to whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an insured **highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are **insureds** under this policy, (2) persons who sustain **bodily injury**, (3) claims made or suits brought on account of **bodily injury**, or (4) **highway vehicles** to which this policy applies,

(a) The limit of liability stated in the schedule 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 accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of
(i) the owner or operator of the **uninsured highway vehicle** and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **insured** under the **bodily injury** liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"designated insured" means an individual named in the schedule under **Designated Insured;**

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **insured** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle;**

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days

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thereafter a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle**:

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **named** or **designated insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured**; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a **hit-and-run vehicle;**

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle,**

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state,** a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured.**

B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

E. Other Insurance.

With respect to **bodily injury** to an **insured** while **occupying** a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured,** or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

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

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the **insured**, or

(b) if the **insured** be a minor to his parent or guardian, or

(c) if the **insured** be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

AUTHENTIC

COVERAGE PART
For attachment to Policy No. CL 27 97 55, to complete said policy.

GARAGE INSURANCE

AL 9580
(Ed. 1-73)

SCHEDULE

Item 1: The insurance afforded is only with respect to each of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	**Garage operations** including **Automobile Hazard 1**	See CSL End. thousand dollars each person	$
		Automobile Hazard 2	thousand dollars each **occurrence**	$
		Escalators		$
				$
	H—Property Damage Liability	**Garage operations** including **Automobile Hazard 1**	See CSL End. thousand dollars each **occurrence** subject to $100 deductible as set forth in Limits of Liability provision	$
		Automobile Hazard 2		$
		Escalators		$
				$
Expenses for Medical Services	I—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	dollars each person	$
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$ 357.
	K-2—Theft of the entire **automobile**			$ 217.
	K-3—Riot and Vandalism	Coverage K-3—$25 vandalism deductible		$ 177.
	K-4—Collision or Upset	Coverage K-4—$ 250. deductible—Limit of liability includes $5000 limit for **loss** to property other than **automobiles**		$ 423.
Form numbers of endorsements attached at issue				$
			Total Advance Premium	$1174.

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES _____ NAME—NUMBER OF SUCH AUTOMOBILES _____

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. No.	Address (Show main sales location, if any, as location No. 1)	Premium Basis: Class	Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H
1		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished **Automobile**		$ †	$ †		
XXX	Escalators Total No. at **Premises**	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished **Automobile**		$ †	$ †		
XXX	Escalators Total No. at **Premises**	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$

Loc. No.	Garagekeepers' Legal Liability: Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums: Coverage G	Coverage H	Coverage I	Coverage I & J
1	As Per Schedule	thousand dollars	$	$	$	$
2		thousand dollars				

†Per **Automobile**

When used as a premium basis: Attachment #23

"**Remuneration**" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an **automobile** owned by the **named insured;** and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees.

I. GARAGE LIABILITY
COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE 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

G. **bodily injury** or
H. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of **garage operations,** including only the **automobile hazard** for which insurance is afforded as indicated in the schedule, and 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, 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, under the Garage Liability Coverages:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract;** but this exclusion 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;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured;** but this exclusion does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;

(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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
(1) any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
(2) liability assumed by the **insured** under an **incidental contract;**

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any
(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the **named insured** and not being delivered, demonstrated or tested,
(2) **automobile**
(i) 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, or
(ii) while rented to others by the **named insured** unless to a salesman for use principally in the business of the **named insured,** or
(iii) while being used by the **insured** as a public or livery conveyance or for carrying property for a charge;
(3) watercraft owned or operated by or rented or loaned to any **insured,** or any other watercraft operated by any person in the course of his employment by any **insured;** but this exclusion (e) (3) does not apply to watercraft while ashore on **premises** owned by, rented to or controlled by the **named insured;**
(4) aircraft;

(over)

(f) to **bodily injury** or **property damage** arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the **named insured** by independent contractors, or acts or omissions of the **named insured** in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to **property damage** to
(1) property owned by, rented to or held for sale by the **insured,** or
(2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;
but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile,** or to such insurance as is afforded for the use of **elevators** at the **premises;**

(h) to **property damage** to **premises** alienated by the **named insured** arising out of such **premises** or any part thereof;

(i) 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;**

(j) to **property damage** to any of the **named insured's products** if such **property damage** results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to **property damage** 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;

(l) 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;

(m) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract,** or
(2) expenses for first aid under the Supplementary Payments provision;

(n) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of **premises** used for such purposes, if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

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but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(o) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, al[illegible] toxic chemicals, liquids or gases, waste materials or other irritants, contamin[illegible], or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J—PREMISES MEDICAL PAYMENTS

he company will pay all reasonable **medical expense** incurred within one year from date of accident:

I. to or for each person who sustains **bodily injury** caused by accident, while **occupying** any **automobile** which is being used by any person who is an **insured** under the **bodily injury** liability coverage with respect to such use;

J. to or for each person who sustains **bodily injury**, caused by accident. and arising out of the ownership, maintenance or use of the **premises** for the purposes of a **garage**, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to **bodily injury** sustained by any employee of an **insured** under the **bodily injury** liability insurance arising out of and in the course of his employment by such **insured;**

(b) under the Premises Medical Payments Coverage, to **bodily injury** sustained by
(1) any person while **occupying** or through being struck by an **automobile** away from the **premises;**
(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
(3) the **named insured**, or any partner therein or member thereof, or any employee of the **named insured** arising out of and in the course of his employment by the **named insured;**
(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the **named insured** or for any lessor of the **premises;**

(c) under the Premises Medical Payments Coverage, to **bodily injury** arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured;** but this exclusion (c) (1) does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
(2) structural alterations, new construction or demolition operations for the **named insured** by independent contractors or their subcontractors, or omissions or supervisory acts of the **insured** in connection therewith;

(d) under the Premises Medical Payments Coverage, to **bodily injury** 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 applies when the **named insured** is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, 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;

(f) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** sustained by an employee of any **garage**, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION
COVERAGE K-2—THEFT of the entire **automobile**
COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE K-4—COLLISION OR UPSET

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of:

K-1. **loss** to an **automobile** caused by fire or explosion other than explosion of tires;
K-2. **loss** to an **automobile** caused by theft of the entire **automobile;**
K-3. **loss** to an **automobile** caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each **automobile** $25 shall be deducted from each **loss** caused by malicious mischief or vandalism;
K-4. **loss** to an **automobile** or other property of a kind customarily left in charge of a **garage** caused by collision of the **automobile** or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages because of each **loss,** and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such **automobile** or other property is in the custody of the **insured** for safekeeping, storage, service or repair
(1) at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the **insured's** business, or
(2) away from the **premises** if the **insured** is attending such **automobile** or property;

and the company shall have the right and duty to defend any suit against the **insured** [illegible]ing damages on account of such **loss**, even if any of the allegations of the suit are [illegible]ndless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the **insured** under any agreement to be responsible for **loss;**

(b) to an **automobile** or other property
(1) owned by or rented to
(i) the **named insured** or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
(ii) an employee of the **named insured** or his spouse if a resident of the same household, unless the **automobile** or other property is in the custody of the **named insured** under an agreement for which a specific pecuniary charge has been made, or
(2) in the custody of the **named insured** for demonstration or sale;

(c) to **loss** by theft due to any fraudulent, dishonest or criminal act by the **named insured**, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to **loss** arising out of the use of any **elevator**, or any **automobile** servicing hoist designed to raise an entire **automobile;**

(e) to defective parts, accessories or materials furnished or to faulty work performed on an **automobile**, out of which **loss** arises;

(f) to an **automobile** or other property while the **automobile** is 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** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to **loss** due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an **automobile.**

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:
(1) the **named insured;**
(2) with respect to **garage operations** other than the **automobile hazard:**
(a) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such,
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,
(d) any person or organization having a financial interest in the **garage operations** of the **named insured;**
(3) with respect to the **automobile hazard:**
(a) any person while using, with the permission of the **named insured**, any **automobile** to which the insurance applies under the **automobile hazard,** 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 of an **automobile**, such person shall be an **insured** only if he is:
(i) a borrower of the **automobile**, or
(ii) a partner, member or employee of the **named insured** or of such borrower;
(b) 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) above.

None of the following is an **insured:**
(i) any person while en[illegible] 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;
(ii) any person or organization, other than the **named insured** or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the **named insured;**
(iii) any person or organization, other than the **named insured**, with respect to any **automobile**
(a) owned by such person or organization or by a member (other than the **named insured**) of the same household, or
(b) possession of which has been transferred to another by the **named insured** pursuant to an agreement of sale;
(iv) any partner, member or employee of the **named insured** or the spouse of such person, with respect to **property damage** to property owned by, rented to or held for sale by the **named insured**, or property in the care, custody or control of or transported by the **named insured.**

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.**

B. Under the Garagekeepers' Legal Liability Coverages:
(a) the **named insured;**
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such; and
(d) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury, property damage** or **loss**, (3) claims made or suits brought on account of **bodily injury, property damage** or **loss** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage G—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence;** but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage H—Subject to the following paragraph, 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 schedule as applicable to "each **occurrence**".

With respect to **property damage** to any **automobile** arising out of work completed by or for the **named insured** upon such **automobile** or part thereof, $100 shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of **property damage** to such **automobile** as a result of any one **occurrence,** and the limit of the company's liability shall be the difference between such deducible amount and the limit of **Property Damage** Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

Coverages G and H—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.**

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for **loss** at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of **loss** there were at the location where the **loss** occurred **automobiles** of others in the custody of the **insured** in excess of the maximum number of **automobiles** indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such **automobiles** stated for such location bears to the number of **automobiles** at such location at the time the **loss** occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for **loss** to property of a kind customarily left in charge of a **garage**, other than **automobiles**, is $5,000, which sum is included in the applicable limit of liability for **loss** at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

VI. POLICY TERRITORY

This insurance applies only to **bodily injury, property damage** or **loss** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory.**

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or **trailer**, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of **automobile** set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.
(1) the ownership, maintenance or use (including loading and unloading) of any **automobile** for the purpose of **garage operations**, and (2) the occasional use for other business purposes and the use for non-business purposes of any **automobile** owned by or in charge of the **named insured** and used principally in **garage operations**, and (3) the ownership, maintenance or use of any **automobile** owned by the **named insured** while furnished for the use of any person.

Automobile Hazard 2.
The use in connection with **garage operations** of any **automobile** which is neither owned nor hired by the **named insured**, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an **automobile** sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the **premises** for the purposes of a **garage** and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

"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;

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

"premises" means **premises** where the **named insured** conducts **garage operations**, and includes the ways immediately adjoining but does not include any portion of such **premises** upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. **Limitation of Coverage Under Any Other Liability Insurance Part**
The insurance afforded under any other liability insurance made a part of this policy does not apply to **garage operations**, including the **automobile hazard**, for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**
The **insured's** duties in event of **loss** under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an **occurrence**, claim or suit. In the event of theft or larceny, the **insured** shall also promptly notify the police.

C. **Medical Reports; Proof and Payment of Claim—Coverages I and J**
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 such 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.

D. **Non-Applicability of Subrogation Condition**
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

THENTIC

GU 6631

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

		MAXIMUM NO. OF CUSTOMERS AUTOMOBILES STORES	LIMITS OF LIABILITY
1.	2020 Freeway Drive Mt. Vernon, Wash	60	50,000.
2.	Auto Center 111 E. Northern Lights Blvd. Anchorage, Alaska	300	150,000.
3.	130-134 Washington Street Ketchikan, Alaska	60	50,000.
4.	Tire Center 636 3rd Street - Fairbanks, Alaska	300	150,000.
5.	250 Maryland Ave. Chehalis, Washington (N.C. Mach.)	180	100,000.
6.	Crest Ave. At Airport Blvd. Juneau, Alaska (NC. Mach.)	60	50,000.
7.	Westside Campbell Station Road Anchorage, Alaska (N.C. Mach.)	300	150,000.
8.	17025 West Valley Highway Tukwila, Washington (N.C. Mach.)	300	150,000.
9.	1 1/2 Mile North of Whitehorse, Y. T. (N.C. Mach.)	300	150,000.
11.	Steese Highway, Fairbanks, Alaska (N. C. Mach.)	300	150,000.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING AND SUPPLY DIVISION

Attachment #24
(Page 1 of 2 Pages)

Authorized Representative
ALEXANDER & ALEXANDER, INC.

GU 6631

ENDORSEMENT

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. CL 27 97 55

issued to Northern Commercial Company

by Providence Washington Insurance Company

		MAXIMUM OF CUSTOMERS AUTOMOBILES STORES	LIMITS OF LIABILITY
12.	Tire Center 4th Ave. & East Hyper Streets Anchorage, Alaska	60	50,000.
14.	Valdez, Alaska	300	150,000.
15.	Auto Center - Sitka, Alaska	150	90,000.
		2,760	1,440,000

All other terms and conditions of this policy remain unchanged.

Attachment #24
(Page 2 of 2 Pages)

ALEXANDER & ALEXANDER, INC.
Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003724

(The Attaching Clause need be completed only when this sement is issued subsequent to preparation of the policy.)

AUTOMOBILE

AL 9595
(Ea 1-73)

A 0004

INDIVIDUAL NAMED INSURED

(Including Family Automobile Coverage)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

ALEXANDER & ALEXANDER, INC.
Authorized Representative

Individual Named Insured:

It is agreed that, with respect to an **individual named insured**, the insurance applies subject to the following additional provisions:

1. **Additional Definitions**

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

"**farm automobile**" means an **automobile** of the truck type with a load capacity of fifteen hundred pounds or less not used for business or commercial purposes other than farming;

"**individual named insured**" means the person named in Item 1 of the declarations or in this endorsement and, except with respect to notice of cancellation, includes his spouse if a resident of the same household; provided that, if the person so named shall die, the insurance afforded by this endorsement shall apply to the surviving spouse (if a resident of the same household at the time of such death), as **individual named insured**;

"**relative**" means a relative of the **individual named insured** who is a resident of the same household;

" utomobile" means an **automobile**, other than a **farm automobile**, ad capacity of fifteen hundred pounds or less of the pick-up body, sedan delivery or panel truck type not used for business or commercial purposes.

2. **Liability Coverages**

A. **Use of Non-Owned Automobiles**

The insurance does not apply to **bodily injury** or **property damage** arising out of the use of any **non-owned automobile** in a business of which the **individual named insured** (or exclusively a combination of **named insureds**) is not the sole owner, unless the **bodily injury** or **property damage** results from the actual operation or occupancy of the **automobile** by the **individual named insured** or his private chauffeur or domestic servant.

B. **Fellow Employees**

The insurance also applies to the **individual named insured** while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such **individual named insured** injured in the course of his employment.

C. **Family Automobile Extensions**

If the **individual named insured** owns during the policy period a **private passenger, farm or utility automobile** which is maintained or used principally for purposes other than the **automobile business**:

(1) The insurance also applies to a **relative**, as **insured**, while using a **private passenger automobile** (or **trailer** designed for use therewith) not owned or furnished for the regular use of any **relative**; provided his actual operation or (if he is not operating) the other actual use of such **automobile** is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and provided further such use is not in any business or occupation of the **relative**.

(2) The exclusion of liability assumed by the insured under any contract or agreement does not apply to liability assumed with respect to the operation or occupancy by the **individual named insured** or a **relative** of

(a) a **private passenger, farm** or **utility automobile** (or a **trailer** used therewith) not furnished for the regular use of any such person, except while such **automobile** or **trailer** is being used as a public or livery conveyance, or

(b) any other **automobile** except while being maintained or used in any business or occupation.

D. **Exclusions**

Attachment #26

The insurance afforded by this endorsement:

(1) does not apply to **bodily injury** or **property damage** 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 limit of liability;

(2) is not subject to exclusion (f) nor, if forming a part of the policy, to the "Nuclear Energy Liability Exclusion (Broad Form)".

3. **Automobile Medical Payments Coverage**

A. **Persons Insured — Division 2.** The **individual named insured** and any **relative** shall be an **insured** under this insurance. If the **individual named insured** shall die, any person who was an **insured** at the time of such death shall continue to be an **insured**.

B. **Use of Non-Owned Automobiles**

If insurance is afforded under Division 1. with respect to any **automobile** owned by the **individual named insured**, the insurance also applies to any other **automobile** not owned by the **individual named insured**, if the **bodily injury** results from its operation or occupancy by the **individual named insured** or its operation on his behalf by his private chauffeur or domestic servant, subject to paragraph D. below.

C. **Family Automobile Extensions**

(1) If such **owned automobile** is a **private passenger, farm or utility automobile** which is maintained or used principally for purposes other than the **automobile business**, the insurance also applies, under Division 1, to any other **private passenger, farm or utility automobile** or home, office, store, display or passenger **trailer** which is not owned by, or furnished for the regular use of, or used in the business or occupation of any **relative**, provided the **bodily injury** results from the operation or occupancy of such **automobile** by the **relative** and such operation or occupancy is with the permission, or reasonably believed to be with the permission, of the owner.

(2) The exclusion under Division 1. with respect to **bodily injury** arising out of and in the course of employment by the **named insured** does not apply to **bodily injury** resulting from the operation or occupancy of an **automobile** by the **individual named insured** or a **relative**, unless the injured person is employed or otherwise engaged in the **automobile business** and benefits for such injury are in whole or in part either payable or required to be paid under any workmen's compensation law.

D. **Additional Limitations**

(1) The insurance under Division 1. does not apply to **bodily injury** to any person while **occupying** a **trailer** located for use as a residence or premises.

(2) If insurance is not afforded with respect to **hired automobiles**, the insurance under Division 1. does not apply to **bodily injury** to any person injured:

(a) while **occupying** a vehicle used as a public or livery conveyance; or

(b) while such person is employed or otherwise engaged in any business or occupation, unless the **bodily injury** results from operation or occupancy of a **private passenger automobile** by the **individual named insured** or by his private chauffeur or domestic servant, or of a **trailer** used therewith or with a **private passenger, farm** or **utility automobile** owned by the **individual named insured**.

[AUTHENTIC]

(The Attaching Clause need be completed only when this .ement is issued subsequent to preparation of the policy.)

AUTOMOBILE

A 4569
(Ed. 1-73)

Ga-160

INDIVIDUAL NAMED INSURED
(Including Family Automobile Coverage)

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

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)

This endorsement, effective (12:01 A.M., standard time), forms a part of policy No.

ssued to

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ALEXANDER & ALEXANDER, INC.
Authorized Representative

ndividual Named Insured:

t is agreed that, with respect to an **individual named insured**, the insurnce for **covered automobiles** of the **private passenger type** applies subject o the following additional provisions:

. **Additional Definitions**

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

"**farm automobile**" means an **automobile** of the truck type with a load r v of fifteen hundred pounds or less not used for business or cial purposes other than farming;

"...idual named insured" means the person named in Item 1 of the declarations or in this endorsement and, except with respect to notice of cancellation, includes his spouse if a resident of the same household; provided that, if the person so named shall die, the insurance afforded by this endorsement shall apply to the surviving spouse (if a resident of the same household at the time of such death), as **individual named insured;**

"**insured**" means

(a) with respect to an **owned automobile,**

(i) the **individual named insured,** and

(ii) any person or organization (other than a person or organization employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking **automobiles** or as a carrier or other bailee for hire) maintaining, using or having custody of such **owned automobile** with the permission of the **individual named insured** and within the scope of such permission;

(b) with respect to a **non-owned automobile,** the **individual named insured** and any **relative** while using such **non-owned automobile;** provided his actual operation or (if he is not operating) the other actual use thereof is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and provided further, such operation or use is not in connection with such **insured's** being employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking **automobiles;**

"**non-owned automobile**" means an **automobile** of the **private passenger type** or a **utility trailer** not owned by or furnished for the regular use of either the **individual named insured** or any **relative,** other than a **temporary substitute automobile;**

"**owned automobile**" means (1) an **automobile** of the **private passenger type,** (2) a **farm automobile,** (3) a **utility automobile,** or (4) a **utility trailer,** which is owned by the **individual named insured** and is either

(a) described in the schedule; or

(b) if not so described, is newly acquired by the **individual named insured** during the policy period provided, however, that,

(i) it replaces an **automobile** or **trailer** so described; or

(ii) as of the date of its delivery the company affords Automobile Physical Damage Insurance to the **individual named insured** with respect to all such **owned automobiles** and is notified during the policy period or within 30 days following such delivery date of his election to make this and no other policy issued by the company applicable to such **automobile** or **trailer;**

r 'udes a **temporary substitute automobile;**

.e" means a relative of the **individual named insured** who is a resident of the same household;

"**temporary substitute automobile**" means any **automobile** or **utility trailer** not owned by the **individual named insured,** while temporarily used with the permission of the owner as a substitute for an **owned automobile** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

"**utility automobile**" means an automobile, other than a **farm automobile,** with a load capacity of fifteen hundred pounds or less of the pick-up body, sedan delivery or panel truck type not used for business or commercial purposes;

"**utility trailer**" means a trailer designed for use with an **automobile** of the **private passenger type,** if not being used for business or commercial purposes with other than a **private passenger type, farm** or **utility automobile,** and if not a home, office, store, display or passenger trailer.

2. **Family Automobile Extensions**

If during the policy period the **individual named insured** owns a **covered automobile** which is (1) an **automobile** of the **private passenger type,** (2) a **farm automobile** or (3) a **utility automobile:**

A. The insurance applies with respect to

(1) any **owned automobile;**

(2) any **temporary substitute** automobile or **non-owned automobile** while in the possession or custody of, or being operated by, the **insured;**

and such insurance also applies to each **insured** under this endorsement, subject to the Conditions applicable to the **named insured.**

B. Under the Comprehensive Coverage

(1) **loss** caused by colliding with a bird or animal shall not be deemed **loss** caused by **collision;**

(2) the company will pay for **loss** caused by fire or lightning to robes, wearing apparel and other personal effects which are the property of the **individual named insured** or a **relative,** while such effects are in or upon an **owned automobile;** provided the limit of the company's liability for **loss** directly attributable to a single such happening shall not exceed $100.

C. Under the Collision Coverage, the deductible amount stated in the schedule shall not apply to **loss** caused by a **collision** with another automobile insured by the company.

D. Exclusion (g) does not apply.

3. **Limit of Liability**

Subject otherwise to provisions (a) and (b) respecting **loss** to any one **covered automobile,** the limit of the company's liability for **loss** to any one **utility trailer** not owned by the **individual named insured** shall not exceed $500.

4. **Conditions Modified**

A. **Payment for Loss.** The company may settle any claim for **loss** either with the **insured** or with the owner of the property.

B. **Other Insurance.** With respect to:

(1) any **owned automobile** newly acquired during the policy period and not described in the schedule, or to any **temporary substitute automobile** therefor, this insurance shall not apply to any **loss** against which the **insured** has other valid and collectible insurance;

(2) any other **temporary substitute automobile,** or any **non-owned automobile,** this insurance shall be excess insurance over any other valid and collectible insurance.

{}AUTHENTIC{}

Attachment #27

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003726

Policy # 279422

3/1/73 - 1/1/74

PROVIDE..CE WASHINGTON INSURANCE G..OUP

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

DEFINITIONS

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

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"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;

"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 (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) 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:

(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";

"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;

"explosion hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

"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) side-track 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 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 accident, 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:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"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 (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"underground property damage hazard" includes underground property 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

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.

CONDITIONS

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.

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.

2. 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.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

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: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. 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.

8. 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.

9. 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.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the 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.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

WESTERN ALLIANCE INSURANCE COMPANY
AUSTIN, TEXAS

John H. Washington *President*

Cooper S. Winn III *Secretary*

PROVIDENCE WASHINGTON INSURANCE COMPANY
PROVIDENCE, RHODE ISLAND
MOTOR VEHICLE CASUALTY COMPANY
ELMHURST, ILLINOIS

Frank N. Marga *President*

Cooper S. Winn III *Secretary*

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Property Damage Liability Coverage apply to property damage included within the completed operations hazard or the products hazard.

"Completed operations hazard" includes property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the 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 property damage arising out of:

(a) operations in connection with the transportation of property unless the 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) manual specifies "including completed operations."

"Products Hazard" includes property damage arising out of the Named Insured's products or reliance upon representation or warranty made at any time with respect thereto, but only if the 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.

D/M 110

GU 6784

ENDORSEMENT

This endorsement, effective 9/1/75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company

by Providence Washington Insurance

In consideration of the additional premium of $5,000 it is agreed that the policy is amended to include "Completed Operations Hazard and Products Hazard" under the Property Damage. As per attached endorsement.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION D/M 110

NAMED INSURED ENDORSEMENT

1. Northern Commercial Company
2. Alaska Commercial Company
3. N C Machinery Co.
4. N C Machinery Co., Ltd.
5. N C Marine
6. Alaska Rivers Navigation Company
7. Northern Commercial Company, Ltd.

And any corporation, partnership, joint venture, or other entity as may now or hereafter exist which is a subsidiary of any named insured or is solely comprised of named insureds; and any affiliated companies for which the named insured directly or through one of its subsidiaries has managerial control and any joint venture for which any named insured acts as sponsoring joint venturer.

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company ..... Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #1

This endorsement, effecti. . 3/1/73 , forms a part o. policy No. CL 27 94 22

issued to Northern Commercial Company

by Providence Washington Insurance Company

SINGLE LIMIT ENDORSEMENT

(Automobile and General Liability)

1. The limit of the Company's liability for damages under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein.

   $ 250,000.00 each occurrence

   $ 250,000.00 aggregate

2. A.l provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

   LIMITS OF LIABILITY

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

   The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

   Subject to the above provision respecting "each occurrence." the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies and described in any of the subparagraphs below shall not exceed the "aggregate" limit stated above.

(a) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (b) below;

Attachment #2

(b) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;.

(c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b), & (c) above, and under subparagraphs (a) and (b), separately with respect to each project away from the premises owned by or rented to the named insured.

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.

With respect to any occurrence for which this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, for the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law but the separate application of such limits shall not increase the total limit of the Company's liability.

The limits of liability stated herein as applicable to "each occurrence" shall apply to Coverage C and Coverage D in the same manner as though such insurance was provided by a separate policy.

The limits of liability stated herein shall apply to such insurance as is afforded by the policy for contractual liability in the same manner as though contractual liability insurance was provided by a separate policy.

This policy is hereby amended as herein specifically stated but not otherwise.

Earl A Jones

Authorized Agent

Attachment #3

COVERAGE PART

L 6395
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CL 27 94 22, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Various

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by named insured (ENTER BELOW)

Various

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability: each occurrence	Limits of Liability: aggregate	Advance Premiums
A—Bodily Injury Liability See Single Limit Endorsement	$ CSL 250,000.	$	$ 22,504.00
B—Property Damage Liability	$ Excluded	$ Excluded	$ ---------
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 22,504.00

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates: B.I.	Rates: P.D.	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
Premises - Operations Included in Composite Rate		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit		22,504.00	
Escalators (Number at Premises)		Number Insured	Per Landing		Excluded	
Independent Contractors		Cost	Per $100 of Cost		Included	
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	
Products		(b) Sales	(b) Per $1,000 of Sales		Included	
			Total Advance B.I. and P.D. Premiums		$ 22,504.00	

Attachment #4

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

(over)

I. COVERAGE A—B... Y INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE 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

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence, and 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, 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 except an incidental contract; but this exclusion 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;

(b) 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 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;

(c) 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 or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage 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;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any insured, or
(2) any other watercraft operated by any person in the course of his employment by any insured;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the insured under an incidental contract, or
(2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) 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;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to
(1) property owned or occupied by or rented to the insured,
(2) property used by the insured, or
(3) 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 (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion 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;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) 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;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage 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;

(p) 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;

(q) to property damage included within
(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. 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 but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(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;

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

(e) 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 (e) with respect to:
(1) bodily injury to any fellow employee of such person injured in the course of his employment, or
(2) 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.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

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 schedule as applicable to "each occurrence".

Subject to the above provision respecting "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 schedule 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 schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":
(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
(3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—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.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

AUTHENTIC

In consideration of the premium charged, it is understood and agreed that coverage as provided under attachment #2 - Single limit coverage does not apply to General Liability Property Damage.

It is further understood and agreed that Paragraph B - Form G1538-2 - Employee Benefits Liability is amended to cover "Profit Sharing Plan".

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL.27.94.22 *of the PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company ..... *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #13

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

LIABILITY—AUTOMOBILE

GU 8882
(Ed. 11-69)

GENERAL LIABILITY—AUTOMOBILE
FAMILY COMBINATION—SPECIAL PACKAGE

A 0021 - G 518

AMENDMENT OF SUPPLEMENTARY PAYMENTS — ALASKAN SUITS

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

Authorized Representative

SCHEDULE

The named insured elects:

☐ Limited Supplementary Payments — No Additional Premium

☒ Additional Supplementary Payments — Additional Premium $ 3.00

It is agreed that with respect to any suit in Alaska defended by the company under this policy, paragraph (a) of the Supplementary Payments. Provision is amended as follows in accordance with the option elected herein by the insured:

1. **Limited Supplementary Payments**
   If the named insured has elected not to pay the additional premium for the additional supplementary payments, the company shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the policy.
2. **Additional Supplementary Payments**
   If the named insured has elected to pay the additional premium, the company agrees to pay all attorney's fees taxed against the insured as costs under "Alaska Civil Rule 82".

AUTHENTIC

Attachment #21

GENERAL LIABILITY-AUTOMOBILE POLICY

PROVIDENCE WASHINGTON INSURANCE GROUP

THE AGENCY COMPANIES

RECEIVED APR 17 1973 Northern Commercial Co.

1799 INCORPORATED

[X] Providence Washington Insurance Company, Providence, Rhode Island
[ ] Motor Vehicle Casualty Company, Elmhurst, Illinois
[ ] Western Alliance Insurance Company, Austin, Texas

Each a Stock Company

The Insurer for all coverages is designated by X in block above.

ANS'D BY.....

RENEWAL OF NUMBER: New

DECLARATIONS No. CL 27 94 22 7/25

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Northern Commercial Company
(See Named Insured Endorsement)
1110 Third Avenue
Seattle, Washington 98104

Item 2. Policy Period: (Mo. Day Yr.)
From 3/1/73 to 3/1/76
12:01 A.M., standard time at the address of the named insured as stated herein.

Maier & Sargent Division
Alexander & Alexander Inc.
420 Washington Building
Seattle, Washington 98101
Telephone 206 623-7070

Alexander & Alexander

Agent's Name and Address
Maier & Sargent, Inc. - 0258
Washington Building-Seattle, Washington 98101

The named insured is:
[ ] Individual [ ] Partnership [X] Corporation [ ] Joint Venture [ ] Other: _____

Business of the named insured is: (ENTER BELOW)
Retail Stores and Machinery Sales

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Coverage Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance		$	Hospital Professional Liability Insurance		$
Automobile Physical Damage Insurance (Dealers)		$	Manufacturers' and Contractors' Liability Insurance		$
Automobile Physical Damage Insurance (Fleet Automatic)	A6118a	$ 3,898.00	Owner's and Contractor's Protective Liability Insurance		$
Automobile Physical Damage Insurance (Non-Fleet)		$	Owners', Landlords' and Tenants' Liability Insurance		$
Basic Automobile Liability Insurance		$	Personal Injury Liability Insurance	L9288	$ Included
Completed Operations and Products Liability Insurance		$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Comprehensive Automobile Liability Insurance	AL9582	$35,206.00	Premises Medical Payments Insurance		$
Comprehensive General Liability Insurance	L6395	$22,504.00			$
Comprehensive Personal Insurance		$			
Contractual Liability Insurance	L9231a	$ Included	Storekeeper's Insurance		$
Druggists' Liability Insurance		$	Uninsured Motorists Insurance	AL9590	$ Included
Elevator Collision Insurance		$	Alaskan Suits	GU8882	$ Included
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$	Liquor Liability	L6175	$ Included
Farmer's Comprehensive Personal Insurance		$			
Farmer's Medical Payments Insurance		$			$
Garage Insurance (3)	AL9580	$ 3,831.00			

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue: #31-(9); Single Limit End.; PGA-404; PGA-408; G1538-2;#31A-(2); Form 2168; L9106; GU9236a; AL6852-(4); AL6080-(2) $

Total Advance Premium for this policy. $65,439.00

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: Anchorage, Alaska

By Earl H. Jones
Authorized Representative

OTP6300-X-F (1-1-73) *Not applicable in Texas Ptd. in U.S.A.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003739

PROVIDENCE WASHINGTON INSURANCE GROUP

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

DEFINITIONS

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

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"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;

"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 (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) 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:

(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";

"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;

"explosion hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

"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) side-track 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 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 accident, 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:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"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 (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"underground property damage hazard" includes underground property 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** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

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.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003740

CONDITIONS

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.

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.

2. 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.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

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: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. 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.

8. 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.

9. 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.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the 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.

12. Declarations: By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

WESTERN ALLIANCE INSURANCE COMPANY
AUSTIN, TEXAS

President

Secretary

PROVIDENCE WASHINGTON INSURANCE COMPANY
PROVIDENCE, RHODE ISLAND
MOTOR VEHICLE CASUALTY COMPANY
ELMHURST, ILLINOIS

President

Secretary

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003741

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. 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 (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**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.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003742

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Property Damage Liability Coverage apply to property damage included within the completed operations hazard or the products hazard.

"Completed operations hazard" includes property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the 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 property damage arising out of:

(a) operations in connection with the transportation of property unless the 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) manual specifies "including completed operations."

"Products Hazard" includes property damage arising out of the Named Insured's products or reliance upon representation or warranty made at any time with respect thereto, but only if the 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.

D/M 110

GU 6784

ENDORSEMENT

This endorsement, effective 9/1/75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

ed to Northern Commercial Company

by Providence Washington Insurance

In consideration of the additional premium of $5,000 it is agreed that the policy is amended to include "Completed Operations Hazard and Products Hazard" under the Property Damage. As per attached endorsement.

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

D/M 110

GU 6784

ENDORSEMENT

This endorsement, effective 11/30/76 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company

by Providence Washington Insurance Co.

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE DELETED FROM THE GARAGE KEEPERS LEGAL LIABILITY SCHEDULE (END # 90)

10 TIRE CENTER KENAI ALASKA
500 WEST MAIN STREET

#13 TRUCK CENTER
NORTH STAR TERMINAL
FAIRBANKS, ALASKA

All other terms and conditions of this policy remain unchanged.

ALEXANDER & ALEXANDER, INC.
Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

D/M 110

GU 6625

ENDORSEMENT

This endorsement, effective 3-1-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY

It is understood and agreed that the policy term is amended to read:

3-1-73 to 1-1-76

All other terms and conditions of this policy remain unchanged.

End. #81
Exp. 1-1-76
4-21-75/jb

UNIFORM PRINTING AND SUPPLY DIVISION

Authorized Representative
ALEXANDER & ALEXANDER, INC.

GU 6784

ENDORSEMENT

This endorsement, effective 3-1-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

i d to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY

SECOND ANNIVERSARY BILLING - 3-1-75 to 1-1-76

In consideration of an additional premium of $77,732.00, it is hereby understood and agreed that forms PGA-404 (Amended), AL9582(Amended), AL6852(Amended), A6135a(Amended), AL9576(Amended), AL9590(Amended), AL9580(Amended), GU6631 (Amended), and GU6784 are made a part of the policy.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

End. #82
P/R .838
Exp. 1-1-76
4-21-75/jb

ALEXANDER & ALEXANDER, INC.
Authorized Representative

issued to Northern Commer ıl Company

by Providence Washington Insurance Company

(AMENDED)
COMPOSITE RATING ENDORSEMENT - RECEIPTS

It is agreed that such insurance as is afforded by this policy applies subject to the following provisions:

1. The premium basis and rates for the Coverages described in the Schedule below are stated therein.

2. The premium stated in the Schedule is a Provisional Deposit Premium only. Upon termination of this insurance the earned premium shall be computed in accordance with the terms hereof.

3. When used as a premium basis, the words "gross receipts" shall mean the total amount which the Named Insured receives for all sales, services and rentals.

   (a) Gross receipts shall include:
      1. The total amount received from the rental of equipment, with or without drivers, to any person or organization.
      2. The total sales of all merchandise, including parts.
      3. The total receipts for services performed.

   (b) Gross receipts shall not include:
      1. Direct taxes which the Named Insured collects as a separate item and remits directly to a governmental division.
      2. C.O.D. collections for cost of merchandise, including collection fees.
      3. Warehouse storage charges.
      4. Advertising revenue.

4. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated.

5. SCHEDULE:

COVERAGES	PREMIUM BASIS Estimated Total Annual Gross Receipts	RATES Per $1,000. of Gross Receipts	Provisional Deposit Premium	Minimum Premiums
GENERAL LIABILITY				
A	100,000,000.	.2987	29,872.00	
AUTO LIABILITY				
C, D, G and H	100,000,000.	.4048	40,480.00	

End. #83
Exp. 1-1-76
4-21-75/jb
PGA 404

Authorized Agent
ALEXANDER & ALEXANDER, INC.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003748

NORTHERN COMMERCIAL COMPANY (AMENDED) Eff. 3-1-75

COVERAGE PART

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AL 9582
(Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
C—Bodily Injury Liability	250 thousand dollars each person	--- thousand dollars each occurrence	$ 40,825.00
D—Property Damage Liability	--- thousand dollars each occurrence	See CSL Endorsement	$ Included
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 40,825.00

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						BI	PD
Town or City and State In Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
Included in Composite Rate						40,480.00	Included
Private Vehicles #26, 27, 28						345.00	Included
2. Hired Automobiles — Premium Basis — Cost of Hire							
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use	Estimated Cost of Hire	Rates Per $100 Cost of Hire: BI	Rates Per $100 Cost of Hire: PD		
						If Any	
3. Non-Owned Automobiles — Premium Basis — Class 1 Persons and Class 2 Employees							
Class 1 Persons—Name of Each	Location of Headquarters of Persons Named Herein						
						If Any	
Class 2 Employees—Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates Per Employee: BI	Rates Per Employee: PD				
						Included	
End. #84 Exp. 1-1-76 4-21-75/jb					Total Advance B.I. and P.D. Premiums	$ 40,825.00	$

When used as a premium basis:

A. **"cost of hire"** means the amount incurred for (a) the hire of **automobiles**, including the entire remuneration of each employee of the **named insured** engaged in the operation of such **automobiles** subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of "cost of hire" shall be 5% of the applicable **hired automobile** rates, provided the owner of such **hired automobile** has purchased **automobile Bodily Injury** Liability and **Property Damage** Liability insurance covering the interest of the **named insured** on a direct primary basis as respects such **automobile** and submits evidence of such insurance to the **named insured;**

B. **"Class 1 persons"** means the following persons, provided their usual duties in the business of the **named insured** include the use of **non-owned automobiles:** (a) all employees, including officers, of the **named insured** compensated for the use of such **automobiles** by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the **named insured;**

C. **"Class 2 employees"** means all employees, including officers, of the **named insured,** not included in Class 1 persons.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003749

I. COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—PROPERTY DAMAGE 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

C. **bodily injury** or

D. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **automobile**, and 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, 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 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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to **property damage** to

(1) property owned or being transported by the **insured**, or

(2) property rented to or in the care, custody or control of the **insured**, or as to which the **insured** is for any purpose exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;

(e) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

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

(a) the **named insured**;

(b) 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**;

(c) 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;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **insured** under (a), (b) or (c) above.

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

(i) 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;

(ii) 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 any agent or employee of any such owner or lessee;

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

(iv) any person or organization, other than the **named insured**, with respect to:

(1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or

(2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;

(v) 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.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage D—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 schedule as applicable to "each **occurrence**".

Coverages C and D—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**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

V. ADDITIONAL DEFINITIONS

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

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

"**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 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**;

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

"**owned automobile**" means an **automobile** owned by the **named insured**;

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

"**trailer**" includes semi-trailer but does not include **mobile equipment**.

VI. ADDITIONAL CONDITION

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**.

AUTHENTIC

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852 (Ed. 6-54)

(AMENDED)

Attached to and forming part of Policy Number CL 27 94 22 issued by Providence Washington Insurance Company

NORTHERN COMMERCIAL COMPANY

Effective date March 1, 19 75 (12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	TERR.	Co. Code	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments U.M. ~~Premium~~	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★
1	1974 Ford LTD Brougham	4J67S149461 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
2	1972 Ford Galaxie 500	2J54S168542 P & B	Tukwila, Washington	01	17	899017 4-4			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 13.00	$250.00 De $ 36
3	1972 Ford Galaxie 500	2P54S167824 P & B	Tukwila, Washington	01	17	899017 4-4			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 13.00	$250.00 De $ 36.00
4	1973 Mercedes Benz 280C	11407312001266 P & B	Tukwila, Washington	01	17	899017 7-3			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 38.00	$250.00 De $ 66.00
5	1973 Ford LTD	3P63S137284 P & B	Tukwila, Washington	01	17	899017 5-3			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
6	1973 Ford Galaxie 500	3J54S205883 P & B	Tukwila, Washington	01	17	899017 5-3			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
7	1974 Ford Galaxie 500	4P54S107882 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
8	1974 Ford Galaxie 500	4P54S114091 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
9	1974 Ford Galaxie 500	4P54S114092 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
10	1974 Ford Galaxie 500	4P54S121425 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
11	1974 Ford Galaxie 500	4P54N121428 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
12	1974 Ford Galaxie 500	4P54S127671 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
13	1974 Ford Galaxie 500	4P54S127670 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
14	1974 Ford Galaxie 500	4P54S127669 P & B	Tukwila, Washington	01	17	899017 5-2			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 23.00	$250.00 De $ 49.00
15	1973 Ford Galaxie 500	3J64S181722 P & B	Port Angeles, Washington	17	05	899017 5-3			INCLUDED IN $ COMPOSITE RATE			0 ACV-100	$ $ 25.00	$250.00 De $ 48.00
								Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

Authorized Representative
ALEXANDER & ALEXANDER, INC.

UNIFORM PRINTING & SUPPLY DIV. P/R .838 End. #85 Exp. 1-1-76 4-21-75/jb (OVER)

(Page 1 of 4 Pages)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003751

AUTOMOBILE (AMENDED)

SCHEDULE OF AUTOMOBILES

AL 6852 (Ed. 6-54)

Attached to and forming part of Policy Number CL 27 94 22 issued by Providence Washington Insurance Company

NORTHERN COMMERCIAL COMPANY

Effective date March 1, 1975 (12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	TERR.	Co. Code	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments U.M. ~~XXXXXX~~	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★
16	1973 Ford	3A47H290153	Port Angeles,	17	05	899017			INCLUDED IN			0	$	$250.00 De
x	Ranchero 500	P & B	Washington			4-3			$ COMPOSITE RATE			$ACV-100	$ 18.00	$ 34.00
17	1972 Ford	F25YRP80457	Mount Vernon,	17	29	899017	3500.		INCLUDED IN			0	$	$250.00 De
x	F250 Pickup	P & B	Washington						$ COMPOSITE RATE			$ACV-100	$ 18.00	$ 34
18	1973 Ford	3J54S170430	Mount Vernon,	17	29	899017			INCLUDED IN			0	$	$250.00 De
x	Galaxie 500	P & B	Washington			5-3			$ COMPOSITE RATE			$ACV-100	$ 25.00	$ 48.00
19	1973 Ford	3P54S145775	Mount Vernon,	17	29	899017			INCLUDED IN			0	$	$250.00 De
x	Galaxie 500	P & B	Washington			5-3			$ COMPOSITE RATE			$ACV-100	$ 25.00	$ 48.00
20	1974 Ford	4P54S121424	Mount Vernon,	17	29	899017			INCLUDED IN			0	$	$250.00 De
x	Galaxie 500	P & B	Washington			5-2			$ COMPOSITE RATE			$ACV-100	$ 25.00	$ 48.00
21	1974 Ford	4B31H139326	Mount Vernon,	17	29	899017			INCLUDED IN			0	$	$250.00 De
x	Gran Torino	P & B	Washington			5-2			$ COMPOSITE RATE			$ACV-100	$ 25.00	$ 48.00
22	1974 Ford	4J54S162382	Chehalis,	20	21	899017			INCLUDED IN			0	$	$250.00 De
x	Galaxie	P & B	Washington			4000			$ COMPOSITE RATE			$ACV-100	$ 24.00	$ 48.00
23	1973 Ford Galaxie	3P74S138061	Chehalis,	20	21	899017			INCLUDED IN			0	$	$250.00 De
x	500 Country Sedan	P & B	Washington			5-3			$ COMPOSITE		$	$ACV-100	$ 24.00	$ 48.00
24	1974 Ford	4P54S114984	Chehalis,	20	21	899017			INCLUDED IN			0	$	$250.00 De
x	Galaxie 500	P & B	Washington			5-2			$ COMPOSITE RATE			$ACV-100	$ 24.00	$ 48.00
25	1974 Ford	4J54S122522	Chehalis,	20	21	899017			INCLUDED IN			0	$	$250.00 De
xx	Galaxie 500	P & B	Washington			5-2			$ COMPOSITE RATE			ACV-100	$ 24.00	$ 48
26	1971 Ford LTD	S1P685143719	Seattle,	01	17	811810					8.00	0	$	$100.00 De
xx		P & B	Washington			5-5			$115.00	$Incl.	$ 4.00	$ ACV	$ 28.00	$ 61.00
27	1974 Ford Torino	4B38H112640	Seattle,	01	17	811810					8.00	0	$	$100.00 De
xx	Brougham	P & B	Washington			5-2			$115.00	$Incl.	$ 4.00	$ ACV	$ 38.00	$ 70.00
28	1969 Dodge	XP29G9G101106	Seattle,	01	17	811810					8.00	0	$	$100.00 De
xx		P & B	Washington			4-6			$115.00	$Incl.	$ 4.00	$ ACV	$ 17.00	$ 43.00
29	1972 Plymouth	PH41K2D101287	Seattle,	01	17	899017			INCLUDED IN			0	$	$250.00 De
xx	Fury III	P & B	Washington			4-4			$ COMPOSITE RATE			ACV-100	$ 13.00	$ 36.00
30	1973 Ford	3J54S203586	Seattle,	01	17	899017			INCLUDED IN			0	$	$250.00 De
xx	Galaxie 500	P & B	Washington			5-3			$ COMPOSITE RATE			ACV-100	$ 23.00	$ 49.00
								Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

End. #85 Exp. 1-1-76 4-21-75/jb

(Page 2 of 4 Pages) P/R .838

ALEXANDER & ALEXANDER, INC.

UNIFORM PRINTING & SUPPLY DIV. (OVER)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003752

AUTOMOBILE (AMENDED) **SCHEDULE OF AUTOMOBILES** AL 6852 (Ed. 6-54)

Attached to and forming part of Policy Number CL 27 94 22 issued by Providence Washington Insurance Company

NORTHERN COMMERCIAL COMPANY Effective date March 1, 19 75 (12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of th following coverages as are indicated by specific premium charge a charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State) TERR. Co. Code	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★
31	1970 Ford	OP54Y116884	Juneau, 03	899017			INCLUDED IN			0	$	$250.00 D
xx	Galaxie 500	P & B	Alaska	4-6			$ COMPOSITE RATE			ACV-100	$17.00	$ 51.00
32	1973 Ford	F25YRS25805	Ketchikan, 03	899017	3500.		INCLUDED IN			0	$	$250.00 D
x	F250 Pickup	P & B	Alaska				$ COMPOSITE RATE			ACV-100	$28.00	$ 70
33	1974 Ford	4J54S152387	Anchorage, 01	899017	4000.		INCLUDED IN			0	$	$250.00 D
x	Galaxie	P & B	Alaska				$ COMPOSITE RATE			ACV-100	$42.00	$ 87.00
34	1974 Ford	4J54S120933	Anchorage, 01	899017			INCLUDED IN			0	$	$250.00 D
x	Galaxie 500	P & B	Alaska	5-2			$ COMPOSITE RATE			ACV-100	$42.00	$ 87.00
35	1971 Ford	F25YRM00631	Fairbanks, 02	899017	3500.		INCLUDED IN			0	$	$250.00 D
x	F250 Pickup	P & B	Alaska				$ COMPOSITE RATE			ACV-100	$32.00	$ 62.00
36	1972 Ford	F25YRP43846	Fairbanks, 02	899017	3500.		INCLUDED IN			0	$	$250.00 D
x	F250 Pickup	P & B	Alaska				$ COMPOSITE RATE			ACV-100	$32.00	$ 62.00
37	1973 Ford	3J54S108448	Fairbanks, 02	899017			INCLUDED IN			0	$	$250.00 D
x	Galaxie 500	P & B	Alaska	5-3			$ COMPOSITE RATE			ACV-100	$59.00	$ 86.00
38	1973 Ford	3P54S157706	Fairbanks, 02	899017			INCLUDED IN			0	$	$250.00 D
x	Galaxie 500	P & B	Alaska	5-3			$ COMPOSITE RATE			ACV-100	$59.00	$ 86.00
39	1974 Ford	F10YRT27519	Fairbanks, 02	899017	3500.		INCLUDED IN			0	$	$250.00 D
x	F100 Pickup	P & B	Alaska				$ COMPOSITE RATE			ACV-100	$44.00	$ 72.00
40	1974 Ford	4P56H123264	Anchorage, 01	899017			INCLUDED IN			0	$	$250.00 D
xx	Galaxie 500	P & B	Alaska	5-2			$ COMPOSITE RATE			ACV-100	$42.00	$ 8 0
41	1973 Ford	3P74S137549	Chehalis, 20 21	899017			INCLUDED IN			0	$	$250.00 D
xx	Galaxie	P & B	Washington	5-3			$ COMPOSITE RATE			ACV-100	$24.00	$ 48.00
42	1973 Ford	3J645166064	Anchorage, 01	899017			INCLUDED IN			0	$	$250.00 D
xx	LTD	P & B	Alaska	5-3			$ COMPOSITE RATE			ACV-100	$42.00	$ 87.00
43	1974 Ford	4P54S131871	Anchorage, 01	899017			INCLUDED IN			0	$	$250.00 D
xx	Galaxie	P & B	Alaska	5-2			$ COMPOSITE RATE			ACV-100	$42.00	$ 87.00
44	1974 Ford	4P54H100690	Tukwila, 01 17	899017			INCLUDED IN			0	$	$250.00 D
xx	Galaxie	P & B	Washington	5-2			$ COMPOSITE RATE			ACV-100	$23.00	$ 49.00
45	1974 Ford	U15GLU28916	Ketchikan, 03	899017	5000.		INCLUDED IN			0	$	$250.00 D
xx	Bronco	P & B	Alaska				$ COMPOSITE RATE			ACV-100	$42.00	$ 87.00
						Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

End. #85 P/R .838 Exp. 1-1-76 4-21-75/jb

UNIFORM PRINTING & SUPPLY DIV. (Page 3 of 4 Pages) (OVER)

Authorized Representative
ALEXANDER & ALEXANDER, INC.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003753

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852 (Ed 6-54)

(AMENDED)

Attached to and forming part of Policy Number CL 27 94 22 issued by Providence Washington Insurance Company

NORTHERN COMMERCIAL COMPANY

Effective date March 1, 1975 (12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	TERR.	Co. Code	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★	
46 x	1974 Ford Gran Torino	4B31H157553 P & B	Tukwila, Washington	01	17	899017 5-2			$	INCLUDED IN COMPOSITE	RATE	0 $ACV-100	$ 23.00	$250.00 $ 49.00	De
47 x	1974 Mustang 11 Sedan	4R02Z191803 P & B	Tukwila, Washington	01	17	899017	3500.		$	INCLUDED IN COMPOSITE	RATE	0 $ACV-100	$ 18.00	$250.00 $ 41	De
48 x	1974 Ford Torino	4H27F219311 P & B	Fairbanks, Alaska	02		899017 4-2			$	INCLUDED IN COMPOSITE	RATE	0 $ACV-100	$ 44.00	$250.00 $ 72.00	De
49 x	1974 Ford Galaxie	4574H151664 P & B	Anchorage, Alaska	01		899017 5-2			$	INCLUDED IN COMPOSITE	RATE	0 $ACV-100	$ 42.00	$250.00 $ 87.00	De
50 x									$	$	$	$	$	$	De
51 x									$	$	$	$	$	$	De
52 x									$	$	$	$	$	$	De
8									$	$	$	$	$	$	De
9									$	$	$	$	$	$	De
10									$	$	$	$	$	$	De
11									$	$	$	$	$	$	De
12									$	$	$	$	$	$	De
13									$	$	$	$	$	$	De
14									$	$	$	$	$	$	De
15									$	$	$	$	$	$	De
								Total Premiums	$ 345.00	$ Incl.	$ 24.00 12.00		$ 1390.00	$ 2793.00	

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

End. #85 P/R .838 Exp. 1-1-76 4-21-75/jb

(Page 4 of 4 Pages)

UNIFORM PRINTING & SUPPLY DIV. (OVER)

Authorized Representative

ALEXANDER & ALEXANDER INC.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003754

I. **COVERAGE AGREEME**

1. The company will pay ass to **covered automobiles**, under:

COVERAGE O. COMPREHENSIVE—from any cause except **collision**; but, for the purpose of this coverage, breakage of glass and **loss** caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or (as to a **covered automobile** of the **private passenger type**) colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;

COVERAGE P. COLLISION — caused by **collision**;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION — caused by windstorm, hail, earthquake or explosion;

COVERAGE T. COMBINED ADDITIONAL — caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Comprehensive coverage (except as to **loss** from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each **loss** in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Combined Additional coverage, $25 shall be deducted from the amount of each **loss** caused by malicious mischief or vandalism.

2. The company will pay, under:

COVERAGE V. TOWING — for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

3. **SUPPLEMENTARY PAYMENTS**

In addition to the applicable limits of liability, the company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable;

(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage is the result of other **loss** covered by this insurance;

(c) to tires, unless

(i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or

(ii) damaged by fire (and, if a **covered automobile** of the **private passenger type**, by malicious mischief or vandalism) or stolen and, as to the **covered automobile**, **loss** caused by such damage or theft is covered by this insurance;

(d) to **loss** due to

(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(ii) radioactive contamination;

(e) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(f) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(g) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to **loss** resulting from rain, snow or sleet, whether or not wind-driven.

II. **LIMIT OF LIABILITY**

1. The limit of the company's liability for **loss** to any one **covered automobile** shall not exceed the least of the following amounts:

(a) the actual cash value of such **covered automobile**, or if the **loss** is to a part thereof the actual cash value of such part, at time of **loss**; or

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the **loss** to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the company's liability for all **loss** directly attributable to a single happening out of which **loss** occurs shall not exceed:

(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;

(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III. **POLICY ' 'D; TERRITORY; PURPOSES OF USE**

This insur pplies only to **loss** which occurs during the policy period, while the **covered automobile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a **covered automobile** described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. **ADDITIONAL DEFINITIONS**

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

"**collision**" means (i) collision of a **covered automobile** with another object or with a vehicle to which it is attached, or (ii) upset of such **covered automobile**;

"**commercial type**" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered **private passenger type** vehicle used for retail or wholesale delivery;

"**covered automobile**" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is:

(i) owned by the **named insured**, or

(ii) leased to the **named insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **named insured** or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the **named insured** during the policy period provided, however, that:

(i) it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and

(ii) the **named insured** notifies the company within 30 days following such delivery date;

but "**covered automobile**" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **named insured**, unless specifically stated otherwise by endorsement forming a part of the policy;

"**loss**" means direct and accidental loss or damage;

"**private passenger type**" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "**purposes of use**":

"**commercial**" means use principally in the business occupation of the **named insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"**pleasure and business**" means personal, pleasure, family and business use.

V. **CONDITIONS**

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Three Year Policy", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss**

In the event of loss the **named insured** shall:

(a) protect the **covered automobile**, whether or not this insurance applies to the **loss**, and any further loss or damage due to the **named insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after **loss**, his sworn proof of **loss** in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall 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 **named insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss**

With respect to any **loss** covered by this insurance, the company may pay for said **loss** in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the **named insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

3. **Appraisal**

If the **named insured** and the company fail to agree as to the amount of **loss**, either may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In such event the **named insured** and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of **loss** and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **loss**. The **named insured** and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. **Action Against Company**

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this insurance.

5. **Other Insurance**

If the **named insured** has other insurance against a **loss** covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**; provided, however, with respect to any **covered automobile** newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any **loss** against which the **named insured** has other valid and collectible insurance.

6. **No Benefit to Bailee**

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute**

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003755

RTHERN COMMERCIAL COMPANY — PROVIDENCE WASHINGTON INSURANCE COMPANY — Eff. 1-75

COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic) — A 6135a (Ed. 10-66)

For attachment to Policy No. CL 27 94 22, to complete said policy. (AMENDED)

SCHEDULE

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — Each covered automobile: IF ACTUAL CASH VALUE (ACV) "ACV"	Enter: and DEDUCTIBLE	IF STATED AMOUNT Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, Enter: "S", meaning "as separately stated in PHF Item 2(c)"	ADVANCE PREMIUM
O — COMPREHENSIVE	ACV		$ / $	$ / $	$ / $	S	$ 1390.00
P — COLLISION	ACV		$ / $ / $			S	$ 2793.00
Q — FIRE, LIGHTNING OR TRANSPORTATION				$ / $			$
R — THEFT				$ / $			$
S — WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION				$ / $			$
T — COMBINED ADDITIONAL				$ / $			$
V — TOWING (Not available in California)		$25 for each disablement					$
Form numbers of endorsements attached at issue							$
				Total Pro Rate		Total Advance Premium	$ 4183.00

Maximum Limit of Liability

Any one **covered automobile**	All **covered automobiles**	All **covered automobiles** at any one location
$ 10,000.00	$350,000.00	$150,000.00

Records to be submitted: ☐ Monthly ☐ Quarterly ☐ Semi-Annually

PHF Item 2. **Covered Automobiles** as of Effective Date of this Insurance:

(a) Description; **Purposes of Use** (P & B = Pleasure and Business; C = Commercial)

Auto	Year Model	Trade Name	Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model	Principally Garaged In (Town, State)	Purpose of Use	Classification
1						
2						
3			AS PER SCHEDULE OF AUTOMOBILES			
4						
5						
6						
7						

(b) Facts Respecting Purchase

Auto	List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:
1					
2					
3					
4					
5					
6					
7					

(c) Limit of Liability (if not stated in PHF Item 1); Net Rates; Advance Premium

Auto	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for: Coverages other than Collision: Amount or "ACV"	Enter: and Deductible	Collision: "ACV"	Enter: and Deductible
1	$	$	ACV	$
2	$	$	ACV	$
3	$	$	ACV	$
4	$	$	ACV	$
5	$	$	ACV	$
6	$	$	ACV	$
7	$	$	ACV	$

Net Rates	Coverages
	O — Comprehensive
X X X	P — Collision
	Q — Fire, Lightning or Transportation
	R — Theft
	S — Windstorm, Hail, Earthquake or Explosion
	T — Combined Additional
X X X	V — Towing

"ACV" = ACTUAL CASH VALUE End. #86 Exp. 1-1-76 4-21-75/jb

Auto	ADVANCE PREMIUM: Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$
Totals	$	$	$	$	$	$	$

PHF Item 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **named insured** is the sole owner of every **covered automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded.

1 = all **covered automobiles**
2 = all registered **covered automobiles**
3 = all **covered automobiles** of the **private passenger type**
4 = all **covered automobiles** of the **commercial type**
5 = the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4: 6 = excluding vehicles leased to the **named insured**

7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $_____

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003756

NORTHERN COMMERCIAL COMPANY (AMENDED) Eff. 3-1-75

COVERAGE PART **AUTOMOBILE MEDICAL PAYMENTS INSURANCE** **AL 9576** (Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limit of Liability	Advance Premium
F—Automobile Medical Payments	1,000. dollars each person	$ 24.00
Form numbers of endorsements attached at issue PREMIUM CHARGE FOR ITEMS 26, 27, 28 Total Pro Rate		$
	Total Advance Premium	$ 24.00

Designated Person Insured

Designation of Automobiles—Division 1

(1) ☐ Any **owned automobile**
(2) ☐ Any **hired automobile**
(3) ☐ Any licensed **owned private passenger automobile**
(4) ☒ Any **automobile** described in the schedule and designated ~~XXXX~~ by a premium charge
(5) ☐ Any **non-owned automobile**
(6) ☐

End. #87 Exp. 1-1-76 4-21-75/jb

I. COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of the accident:

Division 1. to or for each person who sustains **bodily injury**, caused by accident, while **occupying a designated automobile** which is being used by a person for whom **bodily injury** liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each **insured** who sustains **bodily injury**, caused by accident, while **occupying** or, while a pedestrian, through being struck by a **highway vehicle**.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to any person or **insured** while employed or otherwise engaged in duties in connection with an **automobile business**, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(b) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) under Division 1, to **bodily injury** to any employee of the **named insured** arising out of and in the course of employment by the **named insured**, but this exclusion does not apply to any such **bodily injury** arising out of and in the course of domestic employment by the **named insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) under Division 2, to **bodily injury** sustained while **occupying a highway vehicle** owned by any **insured**, or furnished for the regular use of any **insured** by any person or organization other than the **named insured**.

II. PERSONS INSURED—DIVISION 2.

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

(a) any person designated as **insured** in the schedule;

(b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an **insured** at the time of such death shall continue to be an **insured**.

III. LIMIT OF LIABILITY

The limit of liability for Automobile Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability all **medical expense** for **bodily injury** to any person, including any **insured**, as a result of any one accident.

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.

IV. ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"designated automobile" means an **automobile** designated in the schedule and includes:

(a) an **automobile** not owned by the **named insured** while temporarily used as a substitute for an **owned automobile** designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and

(b) a trailer designed for use with a **private passenger automobile**, if not being used for business purposes with another type **automobile** and if not a home, office, store, display or passenger trailer;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"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;

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

V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

VI. 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 such 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

Except with respect to an **owned automobile**, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance available to the **insured** under any other policy.

C. Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

UNIFORM PRINTING PHILADELPHIA AUTHENTIC AND SUPPLY DIVISION

COVERAGE PART

UNINSURED MOTORISTS INSURANCE

AL 9590 (Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	15 thousand dollars each person	30 thousand dollars each accident	$ 12.00
Form numbers of endorsements attached at issue	Included in Composite Rate Except for Items 26, 27, 28 for which a premium is charged		$
		Total Advance Premium	$ 12.00
Designated Insured		Total Pro Rate	

Description of Insured Highway Vehicles (Check appropriate box)

- [x] Any **automobile** owned by the **named insured**
- [ ] Any **private passenger automobile** owned by the **named insured**
- [ ] Any **highway vehicle** to which are attached dealer's license plates issued to the **named insured**
- [ ] Any **highway vehicle** designated in the declarations of the policy by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **named insured** as a replacement therefor
- [ ] Any **mobile equipment** owned or leased by and registered in the name of the **named insured**
- [ ] _____

End. #88 Exp. 1-1-76 4-21-75/jb

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for **Bodily Injury**)

The company will pay all sums which the **insured** or his legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** sustained by the **insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, determination as to whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

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

(a) The limit of liability stated in the schedule 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 accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of
(i) the owner or operator of the **uninsured highway vehicle** and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **insured** under the **bodily injury** liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"designated insured" means an individual named in the schedule under **Designated Insured**;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **insured** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle**;

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days

(over)

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thereafter a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is u ertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle**:

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **named** or **designated insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured**; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a **hit-and-run vehicle**;

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle**,

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured**.

B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperati the Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

E. Other Insurance.

With respect to **bodily injury** to an **insured** while **occupying** a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

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

(d) if requested in writing by the company, such person shall take through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the **insured**, or

(b) if the **insured** be a minor to his parent or guardian, or

(c) if the **insured** be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

AUTHENTIC

COVERAGE PART GARAGE INSURANCE AL 5580 (Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy. NORTHERN COMMERCIAL COMPANY

(AMENDED) Eff. 3/1/75

SCHEDULE

Item 1: The insurance afforded is only with respect to each of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	**Garage operations** including **Automobile Hazard 1**	thousand dollars each person thousand dollars each **occurrence**	$
		Automobile Hazard 2		$
		Escalators		$
				$
	H—Property Damage Liability	**Garage operations** including **Automobile Hazard 1**	thousand dollars each **occurrence** subject to $100 deductible as set forth in Limits of Liability provision	$
		Automobile Hazard 2		$
		Escalators		$
				$
Expenses for Medical Services	1—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	dollars each person	$
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$ 1257.00
	K-2—Theft of the entire **automobile**			$ Included
	K-3—Riot and Vandalism	Coverage K-3—$25 vandalism deductible		$ 371.00
	K-4—Collision or Upset	Coverage K-4—$ 250.00 deductible—Limit of liability includes $5000 limit for loss to property other than **automobiles**		$ 938.00
Form numbers of endorsements attached at issue				$
			Total Pro Rate — Total Advance Premium	$ 2566.00

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES NAME—NUMBER OF SUCH AUTOMOBILES

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. No.	Address (Show main sales location, if any, as location No. 1)	Premium Basis: Class	Premium Basis: Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H
1		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished **Automobile**		$ †	$ †		
XXX	Escalators — Total No. at **Premises**	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished **Automobile**		$ †	$ †		
XXX	Escalators — Total No. at **Premises**	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$

Loc. No.	Garagekeepers' Legal Liability: Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums: Coverage G	Coverage H	Coverage I	Coverage I & J
1	As Per Schedule	thousand dollars	$	$	$	$
2		thousand dollars				

†Per **Automobile**

When used as a premium basis: End. #89 Exp. 1-1-76 4-21-75/jb

Remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an **automobile** owned by the **named insured**; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees.

1. **GARAGE LIABILITY**
COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE 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

G. **bodily injury** or
H. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of **garage operations**, including only the **automobile hazard** for which insurance is afforded as indicated in the schedule, and 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, 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, under the Garage Liability Coverages:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion 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;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;

(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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
(1) any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
(2) liability assumed by the **insured** under an **incidental contract;**

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any
(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the **named insured** and not being delivered, demonstrated or tested,
(2) **automobile**
(i) 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, or
(ii) while rented to others by the **named insured** unless to a salesman for use principally in the business of the **named insured**, or
(iii) while being used by the **insured** as a public or livery conveyance or for carrying property for a charge;
(3) watercraft owned or operated by or rented or loaned to any **insured**, or any other watercraft operated by any person in the course of his employment by any **insured**; but this exclusion (e) (3) does not apply to watercraft while ashore on **premises** owned by, rented to or controlled by the **named insured;**
(4) aircraft;

(f) to **bodily injury** or **property damage** arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the **named insured** by independent contractors, or acts or omissions of the **named insured** in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to **property damage** to
(1) property owned by, rented to or held for sale by the **insured**, or
(2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;
but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile**, or to such insurance as is afforded for the use of **elevators** at the **premises;**

(h) to **property damage** to **premises** alienated by the **named insured** arising out of such **premises** or any part thereof;

(i) 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;**

(j) to **property damage** to any of the **named insured's products** if such **property damage** results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to **property damage** 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;

(l) 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;

(m) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(n) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of **premises** used for such purposes, if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

(over)

(o) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contam[illegible]ts or pollutants into or upon land, the atmosphere or any watercourse or body [illegible]ater; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. EXPENSES FOR MEDICAL SERVICES
COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J—PREMISES MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of accident:

I. to or for each person who sustains **bodily injury** caused by accident, while **occupying** any **automobile** which is being used by any person who is an **insured** under the **bodily injury** liability coverage with respect to such use;

J. to or for each person who sustains **bodily injury**, caused by accident, and arising out of the ownership, maintenance or use of the **premises** for the purposes of a **garage**, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to **bodily injury** sustained by any employee of an **insured** under the **bodily injury** liability insurance arising out of and in the course of his employment by such **insured;**

(b) under the Premises Medical Payments Coverage, to **bodily injury** sustained by
 (1) any person while **occupying** or through being struck by an **automobile** away from the **premises;**
 (2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
 (3) the **named insured**, or any partner therein or member thereof, or any employee of the **named insured** arising out of and in the course of his employment by the **named insured;**
 (4) any person while engaged in maintenance, alteration, demolition or new construction operations for the **named insured** or for any lessor of the **premises;**

(c) under the Premises Medical Payments Coverage, to **bodily injury** arising out of
 (1) the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured;** but this exclusion (c) (1) does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
 (2) structural alterations, new construction or demolition operations for the **named insured** by independent contractors or their subcontractors, or omissions or supervisory acts of the **insured** in connection therewith;

(d) under the Premises Medical Payments Coverage, to **bodily injury** 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 applies when the **named insured** is such an owner or lessor;

under the Premises Medical Payments Coverage, 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;

(f) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** sustained by an employee of any **garage**, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY
COVERAGE K-1—FIRE AND EXPLOSION
COVERAGE K-2—THEFT of the entire automobile
COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE K-4—COLLISION OR UPSET

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of:

K-1. **loss** to an **automobile** caused by fire or explosion other than explosion of tires;

K-2. **loss** to an **automobile** caused by theft of the entire **automobile;**

K-3. **loss** to an **automobile** caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each **automobile** $25 shall be deducted from each **loss** caused by malicious mischief or vandalism;

K-4. **loss** to an **automobile** or other property of a kind customarily left in charge of a **garage** caused by collision of the **automobile** or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages because of each **loss,** and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such **automobile** or other property is in the custody of the **insured** for safekeeping, storage, service or repair

(1) at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the **insured's** business, or

(2) away from the **premises** if the **insured** is attending such **automobile** or property;

and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **loss,** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any [illegible]laim or suit as it deems expedient, but the company shall not be obligated to pay any [illegible]aim or judgment or to defend any suit after the applicable limit of the company's [illegible]iability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the **insured** under any agreement to be responsible for **loss;**

(b) to an **automobile** or other property
 (1) owned by or rented to
  (i) the **named insured** or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
  (ii) an employee of the **named insured** or his spouse if a resident of the same household, unless the **automobile** or other property is in the custody of the **named insured** under an agreement for which a specific pecuniary charge has been made, or
 (2) in the custody of the **named insured** for demonstration or sale;

(c) to **loss** by theft due to any fraudulent, dishonest or criminal act by the **named insured,** a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to **loss** arising out of the use of any **elevator,** or any **automobile** servicing hoist designed to raise an entire **automobile;**

(e) to defective parts, accessories or materials furnished or to faulty work performed on an **automobile,** out of which **loss** arises;

(f) to an **automobile** or other property while the **automobile** is 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** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to **loss** due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an **automobile.**

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:
 (1) the **named insured;**
 (2) with respect to **garage operations** other than the **automobile hazard:**
  (a) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such,
  (b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
  (c) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,
  (d) any person or organization having a financial interest in the **garage operations** of the **named insured;**
 (3) with respect to the **automobile hazard:**
  (a) any person while using, with the permission of the **named insured,** any **automobile** to which the insurance applies under the **automobile hazard,** 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 of an **automobile,** such person shall be an **insured** only if he is:
   (i) a borrower of the **automobile,** or
   (ii) a partner, member or employee of the **named insured** or of such borrower;
  because of acts or omissions of the **named insured** or an **insured** under (a) above.

None of the following is an **insured:**
  (i) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow [illegible]oyee of such person injured in the course of his employment;
  (ii) any person or [illegible]zation, other than the **named insured** or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the **named insured;**
  (iii) any person or organization, other than the **named insured,** with respect to any **automobile**
   (a) owned by such person or organization or by a member (other than the **named insured**) of the same household, or
   (b) possession of which has been transferred to another by the **named insured** pursuant to an agreement of sale;
  (iv) any partner, member or employee of the **named insured** or the spouse of such person, with respect to **property damage** to property owned by, rented to or held for sale by the **named insured,** or property in the care, custody or control of or transported by the **named insured.**

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.**

B. Under the Garagekeepers' Legal Liability Coverages:
 (a) the **named insured;**
 (b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
 (c) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such; and
 (d) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury, property damage** or **loss,** (3) claims made or suits brought on account of **bodily injury, property damage** or **loss** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage G—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence;** but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage H—Subject to the following paragraph, 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 schedule as applicable to "each **occurrence**".

With respect to **property damage** to any **automobile** arising out of work completed by or for the **named insured** upon such **automobile** or part thereof, $100 shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of **property damage** to such **automobile** as a result of any one **occurrence,** and the limit of the company's liability shall be the difference between such deductible amount and the limit of **Property Damage** Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

Coverages G and H—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.**

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for **loss** at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of **loss** there were at the location where the **loss** occurred **automobiles** of others in the custody of the **insured** in excess of the maximum number of **automobiles** indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such **automobiles** stated for such location bears to the number of **automobiles** at such location at the time the **loss** occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for **loss** to property of a kind customarily left in charge of a **garage,** other than **automobiles,** is $5,000, which sum is included in the applicable limit of liability for **loss** at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

VI. POLICY TERRITORY

This insurance applies only to **bodily injury, property damage** or **loss** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory.**

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or **trailer,** other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of **automobile** set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.
(1) the ownership, maintenance or use (including loading and unloading) of any **automobile** for the purpose of **garage operations,** and (2) the occasional use for other business purposes and the use for non-business purposes of any **automobile** owned by or in charge of the **named insured** and used principally in **garage operations,** and (3) the ownership, maintenance or use of any **automobile** owned by the **named insured** while furnished for the use of any person.

Automobile Hazard 2.
The use in connection with **garage operations** of any **automobile** which is neither owned nor hired by the **named insured,** a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an **automobile** sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the **premises** for the purposes of a **garage** and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

"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;

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

"premises" means **premises** where the **named insured** conducts **garage operations,** and includes the ways immediately adjoining but does not include any portion of such **premises** upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. **Limitation of Coverage Under Any Other Liability Insurance Part**
The insurance afforded under any other liability insurance made a part of this policy does not apply to **garage operations,** including the **automobile hazard,** for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**
The **insured's** duties in event of **loss** under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an **occurrence,** claim or suit. In the event of theft or larceny, the **insured** shall also promptly notify the police.

C. **Medical Reports; Proof and Payment of Claim—Coverages I and J**
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 such 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.

D. **Non-Applicability of Subrogation Condition**
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

AUTHENTIC

GU 6631

ENDORSEMENT

This endorsement, effective 3-1-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

ied to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY

In consideration of the premium charged, it is hereby understood and agreed that End. #89 - Garage Keeper's Legal Liability - location of premises endorsement, is amended to read as follows:

	AMENDED	MAXIMUM NO. OF CUSTOMERS AUTOMOBILES STORES	LIMITS OF LIABILITY
1.	2020 Freeway Drive Mt. Vernon, Wash.	60	50,000.00
2.	Auto Center 111 E. Northern Lights Blvd. Anchorage, Alaska	300	150,000.00
3.	130-134 Washington Street Ketchikan, Alaska	60	50,000.00
4.	Tire Center 636 3rd Street - Fairbanks, Alaska	300	150,000.00
5.	250 Maryland Ave. Chehalis, Washington (N.C. Mach.)	180	100,000.00
6.	Crest Ave. at Airport Blvd. Juneau, Alaska (N.C. Mach.)	60	50,000.00
7.	Westside Campbell Station Road Anchorage, Alaska (N.C. Mach.)	300	150,000.00
8.	17025 West Valley Highway Tukwila, Washington (N.C. Mach.)	300	150,000.00
9.	1½ Mile North of Whitehorse, Y. T. (N.C. Mach.)	300	150,000.00
10.	Tire Center, Kenai Alaska 500 West Main Street	300	150,000.00
11.	Steese Highway, Fairbanks, Alaska (N.C. Mach.)	300	150,000.00

All other terms and conditions of this policy remain unchanged.

DRM PRINTING CORPORATION CHICAGO SAN FRANCISCO PRINTED IN U.S.A. SUPPLY DIVISION

End. #90
(Page 1 of 2 Pages)
Exp. 1-1-76
4-21-75/jb

Authorized Representative
ALEXANDER & ALEXANDER, INC.

GU 6631

ENDORSEMENT

This endorsement, effective 3-1-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY

AMENDED	MAXIMUM NO. OF CUSTOMERS AUTOMOBILES STORES	LIMITS OF LIABILITY
12. Tire Center 4th Ave. & East Hyper Streets Anchorage, Alaska	60	50,000.00
13. Truck Center North Star Terminal Fairbanks, Alaska	300	150,000.00
14. Valdez, Alaska	300	150,000.00
15. Auto Center - Sitka, Alaska	150	90,000.00
	3,270	1,740,000.00

All other terms and conditions of this policy remain unchanged.

PRINTING AND SUPPLY DIVISION

End. #90
(Page 2 of 2 Pages)
Exp. 1-1-76
4-21-75/jb

Authorized Representative
ALEXANDER & ALEXANDER, INC.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003763

ENDORSEMENT No. 91

Date Effective 3-1-75

INSURED: NORTHERN COMMERCIAL COMPANY

RISK: COMPREHENSIVE GENERAL - AUTOMOBILE LIABILITY POLICY

In consideration of the additional premium of $250.00, it is agreed that the policy provides coverage for all vehicles loaned, rented or short term leased vehicles under the terms of the policy.

Bodily Injury	110.00
Property Damage	50.00
Medical	20.00
Uninsured Motorists	10.00
ACV Comprehensive	20.00
$100.00 Deductible Collision	40.00
	$250.00

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 94 22 of the

PROVIDENCE WASHINGTON INSURANCE COMPANY

3-1-75
Date

Authorized Signature
ALEXANDER & ALEXANDER, INC.

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, Wa. 98101

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	3-1-75

Northern Commercial Company, et al

☐ MOTOR VEHICLE CASUALTY CO. ☒ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
Applicable to: 1974 Ford F100 P.U.				F10YRT27519						899017 3500.	02

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.
10. The following coverages are eliminated: Comprehensive & Collision

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	thousand dollars each person thousand dollars each occurrence			
Property Damage Liability	thousand dollars each occurrence			
Medical payments	dollars each person			
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $			At Audit
Collision	Actual Cash Value less $ deductible			At Sudit
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	thousand dollars each person thousand dollars each accident			
End. #93 Exp. 1-1-76 9-2-75 ns	**Total Premium**			At Audit
	Net Total additional premium due company is			
	Net Total return premium due to the named insured is			At Audit

Authorized Representative
ALEXANDER & ALEXANDER INC.

FORM 8739 REV. 6/71

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003765

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	3-1-75

Northern Commercial Company, Et al

☐ MOTOR VEHICLE CASUALTY CO. ☒ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read: Port Angeles
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
12.	1974	Ford	Galaxie 500	4P54S127671					899017 5-2		Wash. 05 17

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.
10. The following coverages are eliminated:

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	thousand dollars each person 250,000. CSL thousand dollars each occurrence	Incl. in	No Change	
Property Damage Liability	thousand dollars each occurrence Incl.	Composite Rate	No Change	
Medical payments	dollars each person			
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $ ACV-100	25.	At Audit	
Collision	Actual Cash Value less $ 250. deductible	48.		At Audit
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	thousand dollars each person thousand dollars each accident	Incl. In Composite Rate	No Change	
	Total Premium		At Audit	At Audit
	Net Total additional premium due company is		At Audit	
	Net Total return premium due to the named insured is			

Ind. # 94
Exp. 1-1-76
9-2-75 ns

FORM 8739 REV. 6/71

Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003766

GU 6625

ENDORSEMENT

This endorsement, effective 3-1-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company, et al

by PROVIDENCE WASHINGTON INSURANCE COMPANY

It is hereby understood and agreed the Garage location has been amended on the following vehicles:

NO.	AUTOMOBILE	SERIAL NUMBER	LOCATION	TERR.	CO. CODE
4.	1973 Mercedes Benz 280C	11407312001266	Seattle Washington	01	17
15.	1973 Ford Galaxie 500	3J64S181722	Mt. Vernon Washington	17	29

All other terms and conditions of this policy remain unchanged.

End. #95
Exp. 1-1-76
9-2-75 ns

UNIFORM PRINTING AND SUPPLY DIVISION

Authorized Representative
ALEXANDER & ALEXANDER, INC.

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852 (Ed. 6-54)

Attached to and forming part of Policy Number CL 27 94 22 issued by PROVIDENCE WASHINGTON INSURANCE COMPANY

Effective date _____, 19____ (12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	TERR.	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★	
1	ADDED EFF. 3-1-75							$	$	$	$	$	$	De
2	1975 Ford Ranchero	5Z47H113389 C	Fairbanks, Alaska	02	899017 5-1			$ Included In		$Comp. Rate	0 ACV-100	$ 74.	$ 116.	De
3	1975 Ford F250	F26YRV47385 C	Fairbanks, Alaska	02	899017 5-1			Included In $ Composite Rate			$ ACV-100	$ 74.	$ 250. $ 118.	De
4	1975 Ford Brougham LTD	C	Seattle, Washington	17 01	899017 6-1			Included In Composite $	$ Rate	$	0 $ ACV-100	$ 37.	$ 250. $ 79.	De
5	1974 Ford Gran Torino	4B31H178086 C	Seattle, Washington	17 01	899017 5-2			Included In $ Composite Rate			0 $ ACV-100	$ 21.	$ 250. $ 59.	De
6	1975 Ford Gran Torino	5H27H156291 C	Tukwila Washington	17 01	899017 5-1			Included In $ Composite Rate			0 $ ACV-100	$ 29.	$ 250. $ 68.	De
7	1975 Ford Gran Torino	5H27H156288	Tukwila Washington	17 01	899017 5-1			Included In $ Composite Rate			0 $ ACV-100	$ 29.	$ 250. $ 68.	De
8	ADDED EFF. 3-27-75							$	$	$	$	$	$	De
9	1975 Ford LTD Brougham	5J668135990 C	Seattle, Washington	17 01	899017 6-1			Included In $ Composite Rate			0 $ ACV-100	$ 37.	$ 250. $ 79.	De
10	ADDED 4-10-75							$	$	$	$	$	$	De
11	1975 Ford LTD Brougham	5J66S142210	Tukwila Washington	17 01	899017 6-1			Included In $ Composite Rate			0 $ ACV-100	$ 37.	$ 250. $ 79.	De
12	EFF. 5-12-75							$	$	$	$	$	$	De
13	1975 Ford F260 P.U.	F26BRW62716 C	Fairbanks, Alaska	02	899017	5805		Included In $ Composite Rate			0 $ ACV-100	$ 96.	$ 250. $ 138.	De
14	1975 Ford F260 P.U.	F26BRW65320 C	Fairbanks, Alaska	02	899017	5752		Included In $ Composite Rate			0 $ ACV-100	$ 96.	$ 250. $ 138.	De
15	1975 Ford F350	SEF37BRW00627 C	Anchorage, Alaska	01	899017	5615		Included In Composite $ Rate	$	$	0 $ ACV-100	$ 67.	$ 250. $ 139.	De
							Total Premiums	$	$	$		$	$	

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

END. #99

Exp. 1-1-76 9-2-75 ns Page 1 of 2 Pages

ALEXANDER & ALEXANDER Authorized Representative

UNIFORM PRINTING & SUPPLY DIV.

(OVER)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003768

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852 (Ed. 6-54)

Attached to and forming part of Policy Number CL 27 94 22 issued by PROVIDENCE WASHINGTON INSURANCE COMPANY

Effective date _____, 19____ (12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision / Type of Cov. / Premium★
1	ADDED EFF 5-19-75						$	$	$	$	$	$ De $
2	1975 Ford P.U.	F26UCW86345 C	Anchorage, 01 Alaska	899017	6293.		$ Incl. in Composite Rt			0 $ ACV-100	$ 67.	$ 250. De $ 1[illegible]
3	1975 Ford Ranchero	5A474150263 C	Hoguiam 20 21 Washington	899017 5-1			Incl. in Composite Rate			0 $ ACV-100	$ 36.	$ 250. De $ 65.
4	1975 Ford Ranchero	5A474150264 C	Chehalis 21 Washington 20	899017 5-1			Incl. in Composite Rate			0 $ ACV-100	$ 36.	$ 250. De $ 65.
5			PRO RATA ADDITIONAL	PREMIUM		AT AUDIT	$	$	$	$	$	$ De $
6							$	$	$	$	$	$ De $
7							$	$	$	$	$	$ De $
8							$	$	$	$	$	$ De $
9							$	$	$	$	$	$ De $
10							$	$	$	$	$	$ De $
11							$	$	$	$	$	$ De $
12							$	$	$	$	$	$ De $
13							$	$	$	$	$	$ De $
14							$	$	$	$	$	$ De $
15							$	$	$	$	$	$ De $
						Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

End. #99 Exp. 1-1-76 9-2-75 ns

Page 2 of 2 Pages

ALEXANDER Authorized Representative

UNIFORM PRINTING & SUPPLY DIV. (OVER)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003769

GU 6784

ENDORSEMENT

This endorsement, effective 3-1-75 (12.01 A. M., standard time), forms a part of policy No. CL 27 94 22

d to Northern Commercial Company, et al

by PROVIDENCE WASHINGTON INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
(General Liability)

It is hereby agreed that such insurance as ia afforded by this policy for General Liability Bodily Injury Liability -Coverage A - and General Liability Property Damage Liability - Coverage B - shall also apply to the following named entity as respects to Northern Commercial Tire Center, 636 3rd Street - Fairbanks, Alaska, but such inclusion of additional interest shall not operate to increase the limits of the Company's Liability.

NAMED ENTITY: Nordstrom, Inc.

All other terms and conditions of this policy remain unchanged.

End. #104
Exp. 1-1-76
6-2-75 ns

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-BROOKLYN

Authorized Representative
ALEXANDER & ALEXANDER, INC.

RECEIVED
JUL 11 1975
Northern Commercial Co
ANSWERED BY

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured: Northern Commercial Company

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	4-8-75

☐ MOTOR VEHICLE CASUALTY CO. ☐ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:
1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)
☒ in addition to the automobile(s) covered by the policy, or
☐ in substitution for an automobile (Car No.) covered by the policy.
☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
	1973	Chrysler Newport		CM43M3C173081					811820	5-3	01

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.
10. The following coverages are eliminated:

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	250 thousand dollars each person CSL thousand dollars each occurrence	137.	at audit	
Property Damage Liability	250 thousand dollars each occurrence CSL	Incl.	at audit	
Medical payments	1,000 dollars each person	9.	at audit	
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $	40.	at audit	
Collision	Actual Cash Value less $ 100. deductible	75.	at audit	
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	15 thousand dollars each person 30 thousand dollars each accident	5.	at audit	
	Total Premium		at audit	
	Net Total additional premium due company is		at audit	
	Net Total return premium due to the named insured is			

End. #92
P/R .734
Exp. 3-1-76
6-6-75 nb

FORM 8739 REV. 6/71

Authorized Representative
ALEXANDER & ALEXANDER INC.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003771

ENDORSEMENT No. 93

Date Effective 4-8-75

INSURED: NORTHERN COMMERCIAL CO.

RISK: COMPREHENSIVE GENERAL - AUTOMOBILE LIABILITY POLICY

ADDITIONAL INTEREST ENDORSEMENT (AUTOMOBILE)

It is hereby agreed that such insurance as is afforded by this policy for Automobile Bodily Injury Liability - Coverage C- and automobile Property Damage Liability - Coverage D - shall also apply to the following named individual and automobile but such inclusion of additional interest shall not operate to increase the limits of the Company's Liability.

Named Person: Luke Zankich

Vehicle: 1973 Chrysler Newport S#CM43M3C173081

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL27 94 22 of the

Providence Washington Insurance Company

4-8-75
Date

Authorized Signature
ALEXANDER & ALEXANDER, INC.

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, Wa. 98101

PROVIDENCE WASHINGTON *Insurance Group*

CERTIFICATE OF INSURANCE

This Certificate of Insurance neither affirmatively nor negatively amends, extends nor alters the coverage afforded by the policy or policies indicated herein.

THIS IS TO CERTIFY TO

Luke Zankich

- [X] PROVIDENCE WASHINGTON INSURANCE CO.
- [ ] MOTOR VEHICLE CASUALTY CO.
- [ ] WESTERN ALLIANCE INSURANCE CO.
- [ ] YORK INSURANCE CO.
- [ ] PROVIDENCE WASH. OF ALASKA
- [ ] PROVIDENCE LLOYDS

that the following insurance policies have been issued to

NAME OF INSURED Northern Commercial Co. et al
ADDRESS 1110 Third Avenue/Seattle, WA 98101

covering in accordance with the terms thereof, ~~on the following locations~~ the following vehicle:

1973 Chrysler Newport S#CM43M3C173081

*X	TYPE OF POLICY	LIMITS OF LIABILITY			POLICY NO.	EFFECTIVE	EXPIRATION
	Standard Workmen's Compensation & Employers' Liability	EACH PERSON	EACH OCCURRENCE	AGGREGATE			
	General Liability Bodily Injury Premises-Operations Elevators Independent Contractors Products Completed Operations Contractual	$,000	$,000	$,000			
	Property Damage Premises-Operations Elevators Independent Contractors Products Completed Operations Contractual		$,000	$,000			
X	**Automobile Liability** Bodily Injury Owned Automobiles Hired Automobiles Non-owned Automobiles	$ 250 ,000	$ 250 ,000		CL279422	3/1/73	1/1/76
X	Property Damage Owned Automobiles Hired Automobiles Non-owned Automobiles	Combined Single Limit	$ 250 ,000				
X	$1,000 medical payments, ACV Comprehensive, $100. deductible collision and uninsured motorists protection.				CL279422	3/1/73	1/1/76

* INSURANCE AFFORDED ONLY FOR HAZARDS INDICATED BY X

4-8-75
CERTIFICATE EFFECTIVE

AUTHORIZED REPRESENTATIVE
ALEXANDER & ALEXANDER, INC.

8088 REV 6/73

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003773

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured

rthern Commercial Company, Et al

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	4-21-75

☐ MOTOR VEHICLE CASUALTY CO. ☒ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☒ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M)	Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
28.	1969	Dodge		XP29G9G101106						811120	4-6	Wash. 17 01

Luke Zankich

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.

The following coverages are eliminated:

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	thousand dollars each person thousand dollars each occurrence			47.
Property Damage Liability	thousand dollars each occurrence			Incl.
Medical payments	dollars each person			4.
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $			8.
Collision	Actual Cash Value less $ deductible			21.
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured rists	thousand dollars each person thousand dollars each accident			3.
	Total Premium			83.
	Net Total additional premium due company is			
	Net Total return premium due to the named insured is		83.	

End. #100
P/R .699
Exp. 1-1-76
9-2-75 ns

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003774

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured

Northern Commercial Company et al

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	4-8-75

☐ MOTOR VEHICLE CASUALTY CO. XX PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other: 811120 in lieu of 811810

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
28.	1969	Dodge		XP29G9G101106					811120	4-6	WASH. 01

Luke Zankich

Allows 2nd car discount

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.
10. The following coverages are eliminated:

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	250 thousand dollars each person CSL thousand dollars each occurrence	67.		35.
Property Damage Liability	250 thousand dollars each occurrence CSL	Incl.		
Medical payments	1,000. dollars each person	6.		1.
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $	12.		4.
Collision	Actual Cash Value less $ 100. deductible	30.		10.
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	15 thousand dollars each person 30 thousand dollars each accident	5.	1.	
	Total Premium		1.	50.
	Net Total additional premium due company is			
	Net Total return premium due to the named insured is		49.	

.734
END. #100a
EXP. 1-1-76
9-4-75 bg

Authorized Representative

FORM 8739 REV. 6/71

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003775

GU 6625

ENDORSEMENT

This endorsement, effective 4-8-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company, et al

by PROVIDENCE WASHINGTON INSURANCE COMPANY

It is hereby understood and agreed that End. #92, Form 8739 is null and void.

All other terms and conditions of this policy remain unchanged.

End. #101
Exp. 1-1-76
9-2-75 ns

UNIFORM PRINTING AND SUPPLY DIVISION

Authorized Representative

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

Named Insured

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	4-8-75

rthern Commercial Company, et al

☐ MOTOR VEHICLE CASUALTY CO. ☒ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☒ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
	1973	Chrysler Newport		CM43M3C173081					811820	5-3	01

Luke Zankich

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.
10. The following coverages are eliminated: ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	thousand dollars each person 250,000. CSL thousand dollars each occurrence	137.	101.	
Property Damage Liability	thousand dollars each occurrence Incl.	Incl.		
Medical payments	1,000. dollars each person	9.	7.	
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $	40.	29.	
Collision	Actual Cash Value less $ 100. deductible	75.	55.	
Towing and Labor Charges	$ for each disablement			
Protection against Uninsured Motorists	15 thousand dollars each person 30 thousand dollars each accident	5.	4.	
	Total Premium		196.	
	Net Total additional premium due company is		196.	
	Net Total return premium due to the named insured is			

1. #102
r/R .734
Exp. 1-1-76
9-2-75 ns

FORM 8739 REV. 6/71

Authorized Representative

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003777

ENDORSEMENT No. 103

Date Effective 4-8-75

INSURED: NORTHERN COMMERCIAL CO.

RISK: COMPREHENSIVE GENERAL - AUTOMOBILE LIABILITY POLICY

ADDITIONAL INTEREST ENDORSEMENT (AUTOMOBILE)

It is hereby agreed that such insurance as is afforded by this policy for Automobile Bodily Injury Liability - Coverage C- and automobile Property Damage Liability - Coverage D - shall also apply to the following named individual and automobile but such inclusion of additional interest shall not operate to increase the limits of the Company's Liability.

Named Person: Luke Zankich

Vehicle: 1973 Chrysler Newport S#CM43M3C173081

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL27 94 22 of the

Providence Washington Insurance Company

4-8-75
Date

Authorized Signature
ALEXANDER & ALEXANDER, INC.

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, Wa. 98101

GU 6784

ENDORSEMENT

RECEIVED

This endorsement, effective 8-25-75 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company, et al

Northern Commercial Co.

by PROVIDENCE WASHINGTON INSURANCE COMPANY

ANS'D BY.....

In consideration of a return premium, to be determined at audit, it is hereby understood and agreed that Coverage 0 - Comprehensive has been amended to $150. decuctible in lieu of $100. deductible on Form A6135 - & Form AL6852 and any vehicle not listed on the schedule but covered on this policy.

All other terms and conditions of this policy remain unchanged.

End. #106
Exp. 1-1-76
9-22-75 ns

UNIFORM PRINTING AND SUPPLY DIVISION PRINTED IN U.S.A. CHICAGO-MOGILNE

Authorized Representative

RECEIVED

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	3-1-75

Northern Commercial Co.

d Insured

Northern Commercial Company

☐ MOTOR VEHICLE CASUALTY CO. ☒ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read: Juneau, Alaska
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☐ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M)	Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr.	New/Used	Age - use classes	List Price — age group	Territory Codes
19.	1973	Ford	Galaxie 500		3P54S145775						899017	5-3	03

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below.

bject to the applicable policy provisions.

1. ie following coverages are eliminated:

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	thousand dollars each person 250 CSL thousand dollars each occurrence	Included in Composite Rate		
Property Damage Liability	thousand dollars each occurrence Included	Included in Composite Rate		
Medical payments	dollars each person			
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $ ACV-100	19.		At Audit
Collision	Actual Cash Value less $ 250. deductible	84.	At Audit	
Towing and Labor Charges	$ for each disablement			
f tion against Uninsured Motorists	25 thousand dollars each person 50 thousand dollars each accident	Composite Rate		
	Total Premium		At Audit	At Audit
	Net Total additional premium due company is		At Audit	
	Net Total return premium due to the named insured is			

End. #109
Exp. 1-1-76
10-23-75 ja

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003780

RECEIVED 10 1975 Northern Commercial Co.

AUTOMOBILE ALL PURPOSE AMENDATORY ENDORSEMENT

N d Insured

Northern Commercial Company

POLICY NO.	EFFECTIVE DATE OF THIS ENDORSEMENT
CL 27 94 22	3-1-75

☐ MOTOR VEHICLE CASUALTY CO. ☒ PROVIDENCE WASHINGTON INS. CO.

This endorsement is issued by the Company named above to the Named Insured and forms a part of said policy as of the effective date hereof, at the hour stated in the policy Declarations.

AGENCY NAME	AGENCY NO.	ZONE
Maier & Sargent, Inc.		

Amend:

1. Named Insured to read:
2. Address (include county) to read:
3. Garage location to read:
4. Occupation of the named insured to read:
5. Classification to read:
6. Other:

The automobile described below is, subject to the applicable policy provisions: (check the appropriate box below)

☐ in addition to the automobile(s) covered by the policy, or

☐ in substitution for an automobile (Car No.) covered by the policy.

☒ eliminated from coverage under the policy.

Car No.	Year	Trade Name	Body Type/Model	Identification No. (I) Motor No. (M) Serial No. (S)	Cost Incl. Equipment	No. of Cyls.	Cu. In. Displ.	Purchased Mo./Yr. New/Used	Age - use classes	List Price — age group	Territory Codes
31.	1970	Ford	Galaxie 500	0P54Y116884					899017	4-6	03

LOSS PAYEE: Any loss is payable as interest may appear to named insured and (enter name and address):

Certificate of insurance issued YES ☐

7. The premium for coverage(s) and the total premium are amended to read as stated in the Schedule below.
8. The limits of liability for coverage(s) are amended to read as stated in the Schedule below, subject to the applicable policy provisions.
9. The following coverages are added: The limits of liability for such coverages are stated in the Schedule below. subject to the applicable policy provisions.

1 : following coverages are eliminated:

ANY ADDITIONAL OR RETURN PREMIUM BECAUSE OF ANY AMENDMENT EFFECTED HEREBY IS STATED BELOW:

SCHEDULE

COVERAGES	LIMITS OF LIABILITY	NEW ANNUAL	ADDITIONAL	RETURN
Bodily Injury Liability	thousand dollars each person thousand dollars each occurrence			At Audit
Property Damage Liability	thousand dollars each occurrence			At Audit
Medical payments	dollars each person			
Comprehensive - Excluding Collision	Actual Cash Value Unless Amount Stated $			At Audit
Collision	Actual Cash Value less $ deductible			At Audit
Towing and Labor Charges	$ for each disablement			
Pr tion against Uninsured M sts	thousand dollars each person thousand dollars each accident			At Audit
	Total Premium			
	Net Total additional premium due company is			
	Net Total return premium due to the named insured is			

End. #111
Exp. 1-1-76
10-23-75 ja

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003781

ENDORSEMENT No. 69

Date Effective 6/1/74

INSURED: Northern Commercial Company, et al

RISC 19 1974
Northern Commercial Co.
ANS'D BY.

RISK: Comprehensive General Liability Insurance

CROSS LIABILITY

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount of amounts for which the company would have been liable if only one person of interest had been named as insured.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. CL 27 94 22 of the

Providence Washington Insurance Group

11/19/74
Date

Authorized Signature

Alexander & Alexander, Inc.
1414 I B M Bldg.
Seattle, Wa. 98101

COVERAGE PART . GARAGE INSURANCE AL 9380

For attachment to Policy No. CL 27 94 22, to complete said policy. Eff. 3-1-74 (Ed. 1-73)

SCHEDULE

Item 1: The insurance afforded is only with respect to each of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	Garage operations including Automobile Hazard 1	thousand dollars each person thousand dollars each occurrence	$
		Automobile Hazard 2		$
		Escalators		$
				$
	H—Property Damage Liability	Garage operations including Automobile Hazard 1	thousand dollars each occurrence subject to $100 deductible as set forth in Limits of Liability provision	$
		Automobile Hazard 2		$
		Escalators		$
				$
Expenses for Medical Services	I—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	dollars each person	$
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$192.00
	K-2—Theft of the entire automobile			$116.00
	K-3—Riot and Vandalism	Coverage K-3—$25 vandalism deductible		$ 97.00
	K-4—Collision or Upset	Coverage K-4— $ 250.00 deductible—Limit of liability includes $5000 limit for loss to property other than automobiles		$ 226.00
Form numbers of endorsements attached at issue				$
			Total Advance Premium	$631.00

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES NAME—NUMBER OF SUCH AUTOMOBILES

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. No.	Address (Show main sales location, if any, as location No. 1)	Premium Basis: Class	Premium Basis: Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H
1		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX	Escalators Total No. at Premises	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX	Escalators Total No. at Premises	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$

Garagekeepers' Legal Liability

Loc. No.	Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums: Coverage G	Minimum Premiums: Coverage H	Minimum Premiums: Coverage I	Minimum Premiums: Coverage I & J
1	As Per Schedule	thousand dollars	$	$	$	$
2		thousand dollars				

†Per Automobile

When used as a premium basis: End. #44 Exp. 3-1-76 4-11-74 rak

"remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an **automobile** owned by the **named insured**; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees.

I. **GARAGE LIABILITY**
COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE 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

G. **bodily injury** or
H. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of **garage operations**, including only the **automobile hazard** for which insurance is afforded as indicated in the schedule, and 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, 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, under the Garage Liability Coverages:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion 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;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;

(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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
(1) any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
(2) liability assumed by the **insured** under an **incidental contract;**

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any
(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the **named insured** and not being delivered, demonstrated or tested,
(2) **automobile**
(i) 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, or
(ii) while rented to others by the **named insured** unless to a salesman for use principally in the business of the **named insured**, or
(iii) while being used by the **insured** as a public or livery conveyance or for carrying property for a charge;
(3) watercraft owned or operated by or rented or loaned to any **insured**, or any other watercraft operated by any person in the course of his employment by any **insured**; but this exclusion (e) (3) does not apply to watercraft while ashore on **premises** owned by, rented to or controlled by the **named insured**;
(4) aircraft;

(over)

(f) to **bodily injury** or **property damage** arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the **named insured** by independent contractors, or acts or omissions of the **named insured** in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to **property damage** to
(1) property owned by, rented to or held for sale by the **insured**, or
(2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;
but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile**, or to such insurance as is afforded for the use of **elevators** at the **premises;**

(h) to **property damage** to **premises** alienated by the **named insured** arising out of such **premises** or any part thereof;

(i) 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;**

(j) to **property damage** to any of the **named insured's products** if such **property damage** results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to **property damage** 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;

(l) 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;

(m) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(n) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of **premises** used for such purposes, if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

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but part (b) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(o) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. **EXPENSES FOR MEDICAL SERVICES**
COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J—PREMISES MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of accident:

I. to or for each person who sustains **bodily injury** caused by accident, while **occupying** any **automobile** which is being used by any person who is an **insured** under the **bodily injury** liability coverage with respect to such use;

J. to or for each person who sustains **bodily injury**, caused by accident, and arising out of the ownership, maintenance or use of the **premises** for the purposes of a **garage**, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to **bodily injury** sustained by any employee of an **insured** under the **bodily injury** liability insurance arising out of and in the course of his employment by such **insured**;

(b) under the Premises Medical Payments Coverage, to **bodily injury** sustained by
(1) any person while **occupying** or through being struck by an **automobile** away from the **premises**;
(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
(3) the **named insured**, or any partner therein or member thereof, or any employee of the **named insured** arising out of and in the course of his employment by the **named insured**;
(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the **named insured** or for any lessor of the **premises**;

(c) under the Premises Medical Payments Coverage, to **bodily injury** arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion (c) (1) does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
(2) structural alterations, new construction or demolition operations for the **named insured** by independent contractors or their subcontractors, or omissions or supervisory acts of the **insured** in connection therewith;
under the Premises Medical Payments Coverage, to **bodily injury** 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 applies when the **named insured** is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, 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;

(f) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** sustained by an employee of any **garage**, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. **GARAGEKEEPERS' LEGAL LIABILITY**
COVERAGE K-1—FIRE AND EXPLOSION
COVERAGE K-2—THEFT of the entire **automobile**
COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE K-4—COLLISION OR UPSET

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of:

K-1. **loss** to an **automobile** caused by fire or explosion other than explosion of tires;

K-2. **loss** to an **automobile** caused by theft of the entire **automobile**;

K-3. **loss** to an **automobile** caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each **automobile** $25 shall be deducted from each **loss** caused by malicious mischief or vandalism;

K-4. **loss** to an **automobile** or other property of a kind customarily left in charge of a **garage** caused by collision of the **automobile** or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages because of each **loss**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such **automobile** or other property is in the custody of the **insured** for
(1) keeping, storage, service or repair
at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the **insured's** business, or
(2) away from the **premises** if the **insured** is attending such **automobile** or property;

and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **loss**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the **insured** under any agreement to be responsible for **loss**;

(b) to an **automobile** or other property
(1) owned by or rented to
(i) the **named insured** or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
(ii) an employee of the **named insured** or his spouse if a resident of the same household, unless the **automobile** or other property is in the custody of the **named insured** under an agreement for which a specific pecuniary charge has been made, or
(2) in the custody of the **named insured** for demonstration or sale;

(c) to **loss** by theft due to any fraudulent, dishonest or criminal act by the **named insured**, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to **loss** arising out of the use of any **elevator**, or any **automobile** servicing hoist designed to raise an entire **automobile**;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an **automobile**, out of which **loss** arises;

(f) to an **automobile** or other property while the **automobile** is 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** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to **loss** due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an **automobile**.

IV. **PERSONS INSURED**

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:
(1) the **named insured**;
(2) with respect to **garage operations** other than the **automobile hazard**:
(a) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such,
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,
(d) any person or organization having a financial interest in the **garage operations** of the **named insured**;
(3) with respect to the **automobile hazard**:
(a) any person while using, with the permission of the **named insured**, any **automobile** to which the insurance applies under the **automobile hazard**, 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 of an **automobile**, such person shall be an **insured** only if he is:
(i) a borrower of the **automobile**, or
(ii) a partner, member or employee of the **named insured** or of such borrower;
(b) 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) above.

None of the following is an **insured**:
(i) 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;
(ii) any person or organization, other than the **named insured** or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the **named insured**;
(iii) any person or organization, other than the **named insured**, with respect to any **automobile**
(a) owned by such person or organization or by a member (other than the **named insured**) of the same household, or
(b) possession of which has been transferred to another by the **named insured** pursuant to an agreement of sale;
(iv) any partner, member or employee of the **named insured** or the spouse of such person, with respect to **property damage** to property owned by, rented to or held for sale by the **named insured**, or property in the care, custody or control of or transported by the **named insured**.

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**.

B. Under the Garagekeepers' Legal Liability Coverages:
(a) the **named insured**;
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such; and
(d) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. **LIMITS OF LIABILITY**

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury, property damage** or **loss**, (3) claims made or suits brought on account of **bodily injury, property damage** or **loss** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage G—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage H—Subject to the following paragraph, 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 schedule as applicable to "each **occurrence**".

With respect to **property damage** to any **automobile** arising out of work completed by or for the **named insured** upon such **automobile** or part thereof, $100 shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of **property damage** to such **automobile** as a result of any one **occurrence**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of **Property Damage** Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

Coverages G and H—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**.

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for **loss** at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of **loss** there were at the location where the **loss** occurred **automobiles** of others in the custody of the **insured** in excess of the maximum number of **automobiles** indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such **automobiles** stated for such location bears to the number of **automobiles** at such location at the time the **loss** occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for **loss** to property of a kind customarily left in charge of a **garage**, other than **automobiles**, is $5,000, which sum is included in the applicable limit of liability for **loss** at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

VI. **POLICY TERRITORY**

This insurance applies only to **bodily injury, property damage** or **loss** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

VII. **ADDITIONAL DEFINITIONS**

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

"**automobile**" means a land motor vehicle or **trailer**, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of **automobile** set forth in the Definitions Section;

"**automobile hazard**" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.
(1) the ownership, maintenance or use (including loading and unloading) of any **automobile** for the purpose of **garage operations**, and (2) the occasional use for other business purposes and the use for non-business purposes of any **automobile** owned by or in charge of the **named insured** and used principally in **garage operations**, and (3) the ownership, maintenance or use of any **automobile** owned by the **named insured** while furnished for the use of any person.

Automobile Hazard 2.
The use in connection with **garage operations** of any **automobile** which is neither owned nor hired by the **named insured**, a partner therein or a member thereof, or a member of the same household as any such person.

"**garage**" means an **automobile** sales agency, repair shop, service station, storage garage or public parking place;

"**garage operations**" means the ownership, maintenance or use of the **premises** for the purposes of a **garage** and all operations necessary or incidental thereto;

"**loss**" means direct and accidental loss of or damage to property which occurs during the policy period;

"**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;

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

"**premises**" means **premises** where the **named insured** conducts **garage operations**, and includes the ways immediately adjoining but does not include any portion of such **premises** upon which business operations are conducted by any other person or organization;

"**trailer**" includes semi-trailer.

VIII. **ADDITIONAL CONDITIONS**

A. **Limitation of Coverage Under Any Other Liability Insurance Part**
The insurance afforded under any other liability insurance made a part of this policy does not apply to **garage operations**, including the **automobile hazard**, for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**
The **insured's** duties in event of **loss** under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an **occurrence**, claim or suit. In the event of theft or larceny, the **insured** shall also promptly notify the police.

C. **Medical Reports; Proof and Payment of Claim—Coverages I and J**
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 such 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.

D. **Non-Applicability of Subrogation Condition**
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

AUTHENTIC

Northern Commercial Company
Eff. 3-1-74
COVERAGE PART

AMENDED

UNINSURED MOTORISTS INSURANCE

AL 9590
(Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	15 thousand dollars each person	30 thousand dollars each accident	$ 15.00
Form numbers of endorsements attached at issue	Included in Composite Rate Except for Items 31, 32, & 33 for which a premium is charged		$
		Total Advance Premium	$ 15.00

Designated Insured

Description of Insured Highway Vehicles (Check appropriate box)

- [X] Any **automobile** owned by the **named insured**
- [ ] Any **private passenger automobile** owned by the **named insured**
- [ ] Any **highway vehicle** to which are attached dealer's license plates issued to the **named insured**
- [ ] Any **highway vehicle** designated in the declarations of the policy by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **named insured** as a replacement therefor
- [ ] Any **mobile equipment** owned or leased by and registered in the name of the **named insured**
- [ ] _____

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I. COVERAGE U—UNINSURED MOTORISTS

(Damages for **Bodily Injury**)

The company will pay all sums which the **insured** or his legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** sustained by the **insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, determination as to whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the company or, if they fail to agree, by arbitration.

A judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

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

(a) The limit of liability stated in the schedule 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 accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of
(i) the owner or operator of the **uninsured highway vehicle** and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **insured** under the **bodily injury** liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"designated insured" means an individual named in the schedule under **Designated Insured**;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **insured** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle**;

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days

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thereafter a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle:**

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **named** or **designated insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured;** or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a **hit-and-run vehicle;**

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle,**

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state,** a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured.**

B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury;** and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

E. Other Insurance.

With respect to **bodily injury** to an **insured** while **occupying** a **highway vehicle** not owned by the **named insured,** this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured,** or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

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

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the **insured,** or

(b) if the **insured** be a minor to his parent or guardian, or

(c) if the **insured** be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

AUTHENTIC

Eff. 3-1-74

COVERAGE PART

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

AL 9576
(Ed 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limit of Liability	Advance Premium
F—Automobile Medical Payments	1,000. dollars each person	$42.00
Form numbers of endorsements attached at issue PREMIUM CHARGE FOR ITEMS 31, 32, & 33		$
	Total Advance Premium	$42.00

Designated Person Insured

Designation of Automobiles—Division 1

(1) ☐ Any **owned automobile**
(2) ☐ Any **hired automobile**
(3) ☐ Any licensed **owned private passenger automobile**
(4) ☒ Any **automobile** described in the schedule and designated "~~MPV~~" XXX by a premium charge
(5) ☐ Any **non-owned automobile**
(6) ☐

End. #42 Exp. 3-1-76 4-11-74 rak

I. COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of the accident:

Division 1. to or for each person who sustains **bodily injury,** caused by accident, while **occupying a designated automobile** which is being used by a person for whom **bodily injury** liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each **insured** who sustains **bodily injury,** caused by accident, while **occupying** or, while a pedestrian, through being struck by a **highway vehicle.**

Exclusions

This insurance does not apply:

(a) to **bodily injury** to any person or **insured** while employed or otherwise engaged in duties in connection with an **automobile business,** if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(b) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) under Division 1, to **bodily injury** to any employee of the **named insured** arising out of and in the course of employment by the **named insured,** but this exclusion does not apply to any such **bodily injury** arising out of and in the course of domestic employment by the **named insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) under Division 2, to **bodily injury** sustained while **occupying a highway vehicle** owned by any **insured,** or furnished for the regular use of any **insured** by any person or organization other than the **named insured.**

II. PERSONS INSURED—DIVISION 2.

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

(a) any person designated as **insured** in the schedule;

(b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an **insured** at the time of such death shall continue to be an **insured.**

III. LIMIT OF LIABILITY

The limit of liability for Automobile Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any person, including any **insured,** as a result of any one accident.

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.

IV. ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"**designated automobile**" means an **automobile** designated in the schedule and includes:

(a) an **automobile** not owned by the **named insured** while temporarily used as a substitute for an **owned automobile** designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and

(b) a trailer designed for use with a **private passenger automobile,** if not being used for business purposes with another type **automobile** and if not a home, office, store, display or passenger trailer;

"**highway vehicle**" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"**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;

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

V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of **policy territory.**

VI. 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 such 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

Except with respect to an **owned automobile,** the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance available to the **insured** under any other policy.

C. Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

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rthern Commercial Company

AMENDED

PROVIDENCE WASHINGTON INSURANCE COMPANY

COVERAGE PART

AUTOMOBILE PH L DAMAGE INSURANCE (Fleet Automatic)

A 6135 a
(Ed. 10-66)

For attachment to Policy No. CL 27 94 22 , to complete said policy.

SCHEDULE

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — Each covered automobile: IF ACTUAL CASH VALUE (ACV) Enter: "ACV"	and DEDUCTIBLE	IF STATED AMOUNT Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, Enter: "S", meaning "as separately stated in PHF Item 2(c)"	ADVANCE PREMIUM
O — COMPREHENSIVE	ACV		$ $	$ $	$ $	S	$ 828.00
P — COLLISION	ACV		$ $ $			S	$ 2597.00
Q — FIRE, LIGHTNING OR TRANSPORTATION				$ $			$
R — THEFT				$ $			$
S — WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION				$ $			$
T — COMBINED ADDITIONAL				$ $			$
V — TOWING (Not available in California)		$25 for each disablement					$
Form numbers of endorsements attached at issue							$
						Total Advance Premium	$ 3425.00

Maximum Limit of Liability

Any one **covered automobile** $ 10,000.00 — All **covered automobiles** $ 350,000.00 — **All covered automobiles** at any one location $150,000.00

Records to be submitted: ☐ Monthly ☐ Quarterly ☐ Semi-Annually

PHF Item 2. **Covered Automobiles** as of Effective Date of this Insurance:

(a) Description; **Purposes of Use** (P & B = **Pleasure and Business**; C = **Commercial**)

Auto	Year Model	Trade Name	Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model	Principally Garaged In (Town, State)	Purpose of Use	Classification
1						
2						
3						
4			As Per Schedule of Automobiles			
5						
6						
7						

(b) Facts Respecting Purchase

Auto	List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:
1					
2					
3					
4					
5					
6					
7					

(c) Limit of Liability (if not stated in PHF Item 1); Net Rates; Advance Premium

Auto	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for: Coverages other than Collision Enter: Amount or "ACV"	and Deductible	Collision Enter: "ACV"	and Deductible
1	$	$	ACV	$
2	$	$	ACV	$
3	$	$	ACV	$
4	$	$	ACV	$
5	$	$	ACV	$
6	$	$	ACV	$
7	$	$	ACV	$

Net Rates	Coverages
	O — Comprehensive
X X X	P — Collision
	Q — Fire, Lightning or Transportation
	R — Theft
	S — Windstorm, Hail, Earthquake or Explosion
	T — Combined Additional
X X X	V — Towing

"ACV" = ACTUAL CASH VALUE

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Auto	ADVANCE PREMIUM Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$
Totals	$	$	$	$	$	$	$

PH 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **named insured** is the sole owner of ev ered **automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded:

1 all **covered automobiles**
2 all registered **covered automobiles**
3 all **covered automobiles** of the **private passenger type**
4 all **covered automobiles** of the **commercial type**
5 the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4: 6 = excluding vehicles leased to the **named insured**

7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $_____

(over)

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I. COVERAGE AGREEMENTS

1. The company will pa[illegible]ss to **covered automobiles**, under:

COVERAGE O. COMP[illegible]SIVE—from any cause except **collision**; but, for the purpose of this coverage, breakage of glass and **loss** caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or (as to a **covered automobile** of the **private passenger type**) colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;

COVERAGE P. COLLISION — caused by **collision**;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION — caused by windstorm, hail, earthquake or explosion;

COVERAGE T. COMBINED ADDITIONAL — caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Comprehensive coverage (except as to **loss** from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each **loss** in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Combined Additional coverage, $25 shall be deducted from the amount of each **loss** caused by malicious mischief or vandalism.

2. The company will pay, under:

COVERAGE V. TOWING — for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

3. **SUPPLEMENTARY PAYMENTS**

In addition to the applicable limits of liability, the company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable;

(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage is the result of other **loss** covered by this insurance;

(c) to tires, unless

(i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or

(ii) damaged by fire (and, if a **covered automobile** of the **private passenger type**, by malicious mischief or vandalism) or stolen and, as to the **covered automobile**, **loss** caused by such damage or theft is covered by this insurance;

(d) to **loss** due to

(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(ii) radioactive contamination;

(e) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(f) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(g) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to **loss** resulting from rain, snow or sleet, whether or not wind-driven.

II. **LIMIT OF LIABILITY**

1. The limit of the company's liability for **loss** to any one **covered automobile** shall not exceed the least of the following amounts:

(a) the actual cash value of such **covered automobile**, or if the **loss** is to a part thereof the actual cash value of such part, at time of **loss**; or

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the **loss** to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the company's liability for all **loss** directly attributable to a single happening out of which **loss** occurs shall not exceed:

(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;

(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III. **POLICY PERIOD; TERRITORY; PURPOSES OF USE**

This insur[illegible]plies only to **loss** which occurs during the policy period, while the **covered aut[illegible]** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a **covered automobile** described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. **ADDITIONAL DEFINITIONS**

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

"**collision**" means (i) collision of a **covered automobile** with another object or wi[illegible] a vehicle to which it is attached, or (ii) upset of such **covered automobile**;

"**commercial type**" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered **private passenger type** vehicle used for retail or wholesale delivery;

"**covered automobile**" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is:

(i) owned by the **named insured**, or

(ii) leased to the **named insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **named insured** or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the **named insured** during the policy period provided, however, that:

(i) it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and

(ii) the **named insured** notifies the company within 30 days following such delivery date;

but "**covered automobile**" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **named insured**, unless specifically stated otherwise by endorsement forming a part of the policy;

"**loss**" means direct and accidental loss or damage;

"**private passenger type**" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "**purposes of use**":

"**commercial**" means use principally in the business occupation of the **named insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"**pleasure and business**" means personal, pleasure, family and business use.

V. **CONDITIONS**

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Three Year Policy", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss**

In the event of **loss** the **named insured** shall:

(a) protect the **covered automobile**, whether or not this insurance applies to the **loss**, and any further loss or damage due to the **named insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after **loss**, his sworn proof of **loss** in s[illegible] form and including such information as the company may reasonably require a[illegible] upon the company's request, shall exhibit the damaged property and submit to e[illegible]amination under oath;

(d) cooperate with the company and, upon the company's request, shall 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 **named insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss**

With respect to any **loss** covered by this insurance, the company may pay for said **loss** in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the **named insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

3. **Appraisal**

If the **named insured** and the company fail to agree as to the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the **named insured** and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **loss**. The **named insured** and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. **Action Against Company**

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of **loss** is determined as provided in this insurance.

5. **Other Insurance**

If the **named insured** has other insurance against a **loss** covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**; provided, however, with respect to any **covered automobile** newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any **loss** against which the **named insured** has other valid and collectible insurance.

6. **No Benefit to Bailee**

None of the provisions of this insurance shall inure directly or indirectly to benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute**

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003789

NAMED INSURED ENDORSEMENT

1. Northern Commercial Company
2. Alaska Commercial Company
3. N C Machinery Co.
4. N C Machinery Co., Ltd.
5. N C Marine
6. Alaska Rivers Navigation Company
7. Northern Commercial Company, Ltd.

And any corporation, partnership, joint venture, or other entity as may now or hereafter exist which is a subsidiary of any named insured or is solely comprised of named insureds; and any affiliated companies for which the named insured directly or through one of its subsidiaries has managerial control and any joint venture for which any named insured acts as sponsoring joint venturer.

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company ..... Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #1

This endorsement, effective 3/1/73 , forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company

by Providence Washington Insurance Company

SINGLE LIMIT ENDORSEMENT

(Automobile and General Liability)

1. The limit of the Company's liability for damages under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein.

   $ 250,000.00 each occurrence

   $ 250,000.00 aggregate

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

   LIMITS OF LIABILITY

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

   The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

   Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies and described in any of the subparagraphs below shall not exceed the "aggregate" limit stated above.

(a) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (b) below;

Attachment #2

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003791

(b) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b), & (c) above, and under subparagraphs (a) and (b), separately with respect to each project away from the premises owned by or rented to the named insured.

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.

With respect to any occurrence for which this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, for the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law but the separate application of such limits shall not increase the total limit of the Company's liability.

The limits of liability stated herein as applicable to "each occurrence" shall apply to Coverage C and Coverage D in the same manner as though such insurance was provided by a separate policy.

The limits of liability stated herein shall apply to such insurance as is afforded by the policy for contractual liability in the same manner as though contractual liability insurance was provided by a separate policy.

This policy is hereby amended as herein specifically stated but not otherwise.

Earl A. Jones

Authorized Agent

Attachment #3

COVERAGE PART

L 6395
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CL 27 94 22, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Various

of **named insured** in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by **named insured** (ENTER BELOW)

Various

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability See Single Limit Endorsement	$ CSL 250,000.	$	$ 22,504.00
B—Property Damage Liability	$ Excluded	$ Excluded	$ ---------
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 22,504.00

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Included in Composite Rate		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit		22,504.00	
Escalators (Number at Premises)		Number Insured	Per Landing		Excluded	
Independent Contractors		Cost	Per $100 of Cost		Included	
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	
Products		(b) Sales	(b) Per $1,000 of Sales		Included	
			Total Advance B.I. and P.D. Premiums		$ 22,504.00	

Attachment #4

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. **"sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003793

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B— PROPERTY DAMAGE 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

A. **bodily injury** or

B. **property damage**

to which this insurance applies, caused by an **occurrence**, and 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, 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 except an **incidental contract**; but this exclusion 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;

(b) 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 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**;

(c) 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 or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** 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**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 (1) any watercraft owned or operated by or rented or loaned to any **insured**, or
 (2) any other watercraft operated by any person in the course of his employment by any **insured**;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 (1) liability assumed by the **insured** under an **incidental contract**, or
 (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
 (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 (2) if not so engaged, as an owner or lessor of premises used for such purposes,
 if such liability is imposed
 (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) 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;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to
 (1) property owned or occupied by or rented to the **insured**,
 (2) property used by the **insured**, or
 (3) 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 (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion 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**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) 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**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** 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;

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

(q) to **property damage** included within
 (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 (3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. 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 but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(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;

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

(e) 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 (e) with respect to:
 (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
 (2) **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**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

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 schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "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 schedule 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 schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—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**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003794

This endorsement, effective 3/1/73 forms a part of Policy No. CL 27 94 22

issued to Northern Commerci Company

by Providence Washington Insurance Company

COMPOSITE RATING ENDORSEMENT - RECEIPTS

It is agreed that such insurance as is afforded by this policy applies subject to the following provisions:

1. The premium basis and rates for the Coverages described in the Schedule below are stated therein.

2. The premium stated in the Schedule is a Provisional Deposit Premium only. Upon termination of this insurance, the earned premium shall be computed in accordance with the terms hereof.

3. When used as a premium basis, the words "gross receipts" shall mean the total amount which the Named Insured receives for all sales, services and rentals.

   (a) Gross receipts shall include:
      1. The total amount received from the rental of equipment, with or without drivers, to any person or organization.
      2. The total sales of all merchandise, including parts.
      3. The total receipts for services performed.

   (b) Gross receipts shall not include:
      1. Direct taxes which the Named Insured collects as a separate item and remits directly to a governmental division.
      2. C.O.D. collections for cost of merchandise, including collection fees.
      3. Warehouse storage charges.
      4. Advertising revenue.

4. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated.

5. SCHEDULE:

COVERAGES	PREMIUM BASIS Estimated Total Annual Gross Receipts	RATES Per of Gross Receipts	Provisional Deposit Premium
A	$58,000,000.00	.388	$22,504.00
C,D,G & H	$58,000,000.00	.607	$35,206.00

Earl H. Jones

Authorized Agent

PGA 404 Attachment #5

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003795

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

COMPREHENSIVE GENERAL LIABILITY SURANCE—MANUFACTURERS' AND CONTRACTORS' LIABILITY RANCE—
OWNERS NDLORDS' AND TENANTS' LIABILITY INSURANCE

LIABILITY

L 9231a
(Ed. 4-71)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage—Broad Form)

This endorsement, effective (12:01 A.M., standard time), forms a part of policy No.

issued to

by

Authorized Representative

SCHEDULE

The insurance afforded for **contractual liability** is only with respect to such of the following Coverages as are indicated by a specific premium charge applicable thereto. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Limits of Liability			Coverages
~~each person~~	each occurrence	aggregate	
~~$XXXXXXXXX~~	$ 250,000.00		Contractual Bodily Injury Liability
	$ Excluded	$ Excluded	Contractual Property Damage Liability

Advance Premiums		Rates		Premium Bases	Code No.	Designation of Contracts on File or Known to the Company
Bodily Injury	Property Damage	B.I.	P.D.			
Included		(a) Per $100 of Cost (b) Per $1,000 of Sales		(a) Cost (b) Sales		Included in Composite Rate
$	$	Total Advance B.I. and P.D. Premiums				
$ Included	Total Advance Premium	Attachment #6				

The following exclusions do not apply with respect to any "construction agreement":

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the **named insured** as follows:

I. COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as **damages** because of

bodily injury or
property damage

to ·h this insurance applies, caused by an **occurrence**, and the compa ıall 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, but the company shall not be obligated to pay any claim or judgment or to defend

(1) any arbitration proceeding wherein the company is not entitled to exercise the **insured's** rights in the choice of arbitrators and in the conduct of such proceedings, or

(2) 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 **incidental contract;**

(b) (1) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured**, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(over)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003796

(2) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;

(c) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(d) to **bodily injury** or **property damage** for which the indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or 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;

(e) 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;

(f) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(g) to **property damage** to

(1) property owned or occupied by or rented to the **insured**.

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

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

(h) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(i) 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;

(j) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(k) to **property damage** 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;

(l) 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.

Unless stated in the schedule as not applicable, the following exclusions also apply to **contractual liability** assumed by the **insured** under any agreement relating to construction operations.

This insurance does not apply:

(m) to **bodily injury** or **property damage** arising out of construction, maintenance or repair of watercraft or loading or unloading thereof;

(n) to **bodily injury** or **property damage** arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

(o) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**;

(p) to **property damage** included within

(1) the **explosion hazard**,

(2) the **collapse hazard**, or

(3) the **underground property damage hazard**.

II. 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;

(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 ne 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 **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**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or **suits** brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Contractual Bodily Injury Liability—The limit of **bodily injury** liability stated in the schedule 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 subject to the above provision respecting "each person", 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 schedule as applicable to "each occurrence".

Contractual Property Damage Liability—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 schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "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 schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **named insured**.

Contractual Bodily Injury and Property Damage 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**.

IV. ENDORSEMENT PERIOD; TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs during the endorsement period within the **policy territory**.

V. 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 written 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;

"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.

VI. ADDITIONAL CONDITION

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.

Premium

The advance premium stated in the schedule is the estimated premium on account of such written contracts as are on file with or known to the company. The **named insured** shall notify the company of all other written contracts entered into during the endorsement period to which this insurance applies.

When used as a premium basis:

1. the word **"cost"** means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which **"cost"** is the basis of premium, regardless of whether any liability is assumed under such contracts by the **insured**. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the **insured**, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (m) or (n) apply, unless such exclusions are voided in the schedule.
2. the word **"sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the endorsement period and charged during the endorsement period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

AUTHENTIC

CONTRACTUAL ADDITIONAL INSUREDS

It is agreed that any person or organization for whom the Named Insured has agreed in writing to provide insurance like this insurance, but only with respect to the Named Insured's operations or facilities is an additional Insured.

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL.27.94.22 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company.... ....Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #7

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability See Single Limit Endorsement	250, thousand dollars aggregate	0 % Insured's Participation

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Groups of Offenses	Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ Included
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ Included
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ Included
Form numbers of endorsements attached at issue	$
Attachment #8 — Total Advance Premium	$ Included
Minimum Premium	$

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.

II. 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**.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury**, or (3) 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 schedule 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.

IV. 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.

AUTHENTIC

It is understood and ·reed the Exclusion (c) of the P sonal Injury Liability Insurance Coverage Part L9288 which reads as indicated below, is hereby deleted in its entirety.

Exclusion (c):

"This insurance does not apply 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."

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 279422 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company

Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #9

COVERAGE PART

LIQUOR LIABILITY INSURANCE

L 6175
(Ed. 5-67)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Limits of Liability	Coverage
CSL 250, thousand dollars each claim ---------- thousand dollars each common cause ---------- thousand dollars aggregate	X—Liquor Liability

Advance Premium Liquor Liability	Rate	Premium Basis	Code No.	Description of Hazards	Designated Insured Premises
Included		Receipts	0974	All Stores	Various

Form numbers of endorsements attached at issue

$ Included Total Advance Premium | Attachment #10

When used as a premium basis:
"**receipts**" means gross amount of money charged by the **named insured** or by others during the policy period for the sale of all alcoholic beverages, and of other beverages used in connection therewith, including taxes, except taxes which the **named insured** collects as a separate item, and remits directly to a governmental division, for which accurate records are maintained apart from other receipts.

I. COVERAGE X—LIQUOR 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 to which this insurance applies, sustained by any person if such liability is imposed upon the **insured** by reason of the selling, serving or giving of any alcoholic beverage at or from the **insured premises**, and the company shall have the right and duty to defend any suit against the **insured** seeking such **damages**, 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 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;

(b) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**;

(c) to injury arising out of any alcoholic beverage sold, served or given while any license therefor, required by law, is suspended or after such license expires, is cancelled or revoked;

(d) to **bodily injury** or **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 this exclusion does not apply to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable if such liability is imposed 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.

II. 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;

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(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 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.**

III. LIMITS OF LIABILITY

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

The limit of liability stated in the schedule as applicable to "each claim" is the limit of the company's liability for all **damages** because of each claim or suit covered hereby; but, subject to the above provision respecting "each claim", the total liability of the company for all **damages** sustained by two or more persons as the result of the selling, serving or giving of any alcoholic beverage to any one person shall not exceed the limit of liability stated in the schedule as applicable to "each common cause".

The limit of liability stated in the schedule as "aggregate" is, subject to the above provisions respecting "each claim" and "each common cause", the total limit of the company's liability hereunder for all **damages**. Such aggregate limit of liability shall apply separately to each **insured premises.**

IV. POLICY PERIOD; TERRITORY

This insurance applies only to injury which occurs during the policy period within the **policy territory.**

V. AMENDED DEFINITION

When used in reference to this insurance "**damages**" means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which this insurance applies.

VI. ADDITIONAL DEFINITION

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

"**insured premises**" means:

(a) the premises designated in the schedule; and,

(b) any premises which the **named insured** acquires during the policy period for use in manufacturing, distributing, selling, serving or giving alcoholic beverages if (1) the **named insured** notifies the company within 30 days after such acquisition and (2) the **named insured** has no other valid and collectible insurance applicable to the loss.

VII. AMENDED CONDITION

When used in reference to this insurance the Three Year Policy Condition is amended to read as follows:

Three Year Policy: If this policy is issued for a period of three years:

(a) The policy period is comprised of three consecutive annual periods;

(b) The rates are subject to amendment for the second and third annual periods, in accordance with the company's rules and rating plans. Amended rates shall be stated by endorsement issued to form a part of this policy;

(c) The aggregate limit of liability shall apply separately to each annual period.

VIII. ADDITIONAL CONDITIONS

A. **Insured's Duties in the Event of Injury, Claim or Suit**
When an injury occurs written notice shall be given by or on behalf of the **insured** in accordance with the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition.

B. **Limitation of Coverage—Other Liability Insurance**
The insurance afforded by this Part does not apply to any injury with respect to which insurance is otherwise afforded by, or would be afforded but for the exhaustion of the limits of, the policy.

UNIFORM PRINTING PHILADELPHIA AUTHENTIC PAD SUPPLY DIVISION

This endorsement, effective, 3/1/73 forms a part of Policy No. CL 27 94 22

issued to Northern Commercial Company

by Providence Washington Insurance Company

STOP-GAP ENDORSEMENT

In consideration of the premium herein provided, it is agreed that if, under any circumstances, it is determined that any employee of the insured who is reported and declared under the Workmen's Compensation Law or Laws of the State(s) of Washington is injured in the course of his employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then this policy shall cover the legal liability of the insured for such bodily injury, disease, or death.

The Company's liability under this endorsement on account of bodily injury, disease, or death of one person, including damages for care and loss, as the result of one occurrence, is limited to the sum of Two Hundred Fifty Thousand Dollars ($ 250,000.00 .) And, subject to the same limit for each person, the Company's total liability for bodily injury, disease, or death as a result of one occurrence is limited to the sum of Two Hundred Fifty Thousand Dollars ($ 250,000.00 .)

The insurance granted by this endorsement shall not apply to:

(a) Any premium, assessment, penalty, fine, or other obligation imposed by any Workmen's Compensation law;
(b) Bodily injury, disease or death suffered or caused by any person knowingly employed by the insured in violation of any law as to age, or under the age of 14 years regardless of any such law;
(c) Bodily injury, disease or death suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;
(d) Aircraft operation or the performance of any duty in connection with aircraft while in flight;
(e) Any claim for bodily injury, disease, or death with respect to which the insured is deprived of any defense of defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Workmen's Compensation Law or Laws of the State(s) above named.

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the Workmen's Compensation Law or Laws of the State(s) above named.

CODE	ESTIMATED PAYROLL	RATE	PREMIUM	MINIMUM PREMIUM
	Included in Composite Rate			

Authorized Agent

Attachment # 11
PGA-408

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NOTE: Do NOT complete attaching clause if endorsement is issued with policy at its inception.

This endorsement, effective, ..., forms part of Policy No. .....

issued to .....

by .....
Name of Insurance Company

.....
Authorized Representative

DECLARATIONS

Item 1. Limits of Liability:

$ 250,000.00 each claim; $ 250,000.00 Aggregate

Item 2. PREMIUM COMPUTATION: Estimated Number of Employees: _____

Rate - Each Employee	_____ first 5,000	_____ next 5,000	_____ over 10,000	TOTAL
Estimated Premium	$	$	$	Included in $ Composite Rate

The company agrees with the insured named in the declarations of the policy hereinafter called "named insured", in consideration of the payment of the premium and in reliance upon the statements in such declarations and subject to all of the terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE: To pay on behalf of the insured, all sums which the insured shall become legally obligated to pay on account of any claim made against the insured by an employee, former employee or the beneficiaries or legal representatives thereof, and caused by any negligent act, error 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 as defined herein and described in the attached schedule made a part hereof, and the company shall defend any suit alleging such negligent act, error or omission and seeking damages which are payable under the terms of this endorsement, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not settle or compromise any claim or suit without the written consent of the insured.

II. SUPPLEMENTARY PAYMENTS: In addition to the applicable limit of liability of this endorsement, the company will:

(a) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company, all interest accruing after entry or judgment, until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(b) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

III. ENDORSEMENT PERIOD, TERRITORY: This endorsement applies to any negligent act, error or ommission of the insured committed during the endorsement period provided claim or suit therefor is brought:

(1) during the period of this endorsement or within one year from the termination hereof,

(2) within the United States of America, its territories or possessions, or Canada, and such claim or suit is under the legal jurisdiction of a court of law or court of equity therein.

IV. DEFINITIONS:

(a) Insured – The unqualified word "insured" includes the following while acting within the scope of their duties: the named insured and, if it is a corporation, any director, stockholder, executive officer, or other employee thereof, provided such employee 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 accident or health insurance, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs, provided such Employee Benefit Programs are described in the attached schedule of Employee Benefit Programs. Should the insured during the endorsement period, institute additional Employee Benefit Programs, coverage will apply, provided the company is notified of such additional program, or programs, within a period of 30 days after the effective date of such program;

(c) Administration – The unqualified word "Administration" wherever used shall mean:

(1) giving counsel to employee 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.

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EXCLUSIONS

This endorsement does not apply:

(a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humilation;

(b) 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;

(c) to any claim based upon the insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;

(d) to any claim based upon:

(1) failure of stock to perform as represented by an insured,

(2) advice given by an insured to any employee to participate or not to participate in stock subscription plans;

(e) to any claim based upon:

(1) the failure of an insurance company or other organization to perform its obligations under a contract with the insured or,

(2) any negligent act, error or omission of an insurance company or other organization under contract with the insured.

CONDITIONS

Application of Provisions of Policy and Endorsement: None of the terms of the policy except the conditions of the policy captioned "Action Against Company", "Other Insurance", "Subrogation", "Changes", "Cancellation" and "Declarations" applies to the coverage afforded by this endorsement. None of the terms of this endorsement applies to the coverage afforded by the policy.

1. Limit of Liability – The limit of the company's liability stated in the declarations as applicable to "each claim" is the limit of the company's liability for all damages incurred on account of each claim or suit covered hereunder; subject to the foregoing provisions respecting each claim, the limit of liability stated in the declarations as "aggregate" is the total limit of the company's liability for all claims covered hereunder and occurring during each policy year. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

2. Deductible Provisions – The insurance afforded by the endorsement applies subject to the following provisions:

(a) in the event of a claim $1,000 shall be deducted from the amount of each claim when determined and the company shall be liable for loss only in excess of that amount;

(b) the terms of the policy, including those with respect to notice of claim or suit, and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount;

(c) 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 insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

3. Notice of Claim or Suit – As soon as practicable, notice must be given the company on Insured receiving information as to his alleged negligent act, error or omission, with full particulars of any claim arising therefrom. If suit is brought, the Insured must immediately forward to the Company every summons or other process received by him.

4. Assignment – The interest of the insured under this endorsement shall not be assignable to any other interest.

5. Premium – The premium stated in the endorsement is an estimated premium only. Upon termination of each period of this endorsement the insured on request, will furnish the company with a statement of personnel changes during the endorsement period and the earned premium shall be computed in accordance with the company rules, rates and premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the insured shall pay the excess to the company; if less, the company shall return to the insured the unearned portion paid by such insured.

6. Terms of Endorsement Conformed to Statute – Terms of this endorsement which are in conflict with the statutes of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

Earl Jones

Authorized Representative

In consideration of the premium charged, it is understood and agreed that coverage as provided under attachment #2 - Single limit coverage does not apply to General Liability Property Damage.

It is further understood and agreed that Paragraph B - Form G1538-2 - Employee Benefits Liability is amended to cover "Profit Sharing Plan".

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 *of the* PROVIDENCE WASHINGTON *INSURANCE COMPANY.*

Issued to Northern Commercial Company ..... *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #13

It is agreed that exclusion D - General Liability relating to Watercraft does not apply. Any watercraft covered by this endorsement shall have a separate premium charge to be determined at such time as the company is notified of the existence or use of such watercraft.

Watercraft	Annual BI Premium
1) G B "APROKA" 28' - 95 hp	Included
2) MV "KOTLIK" 28' - 85 hp	Included
3) Barge "B. D. #1" 60' Unpowered	Included
4) "BARGE #101" 60' - Powered	Included
5) "EMMONAK" (LMC) 103' - Powered	Included

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 *of the PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company

Earl H. Jones *Agent*

FORM #31A 6-51
PRINTED IN U.S.A.

Attachment #14

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003807

ADDITIONAL INTEREST ENDORSEMENT
(General Liability)

It is hereby agreed that such insurance as is afforded by this policy for General Liability Bodily Injury Liability - Coverage A - and General Liability Property Damage Liability - Coverage B - shall also apply to the following named entity but such inclusion of additional interest shall not operate to increase the limits of the Company's liability.

City of Seattle, as respects Lake Union Shorelands (Ship Repair-Seattle)

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company

Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #15

ᐧDITIONAL INTEREST ENDORSEMENT
(General Liability)

It is hereby agreed that such insurance as is afforded by this policy for General Liability Bodily Injury Liability - Coverage A - and General Liability Property Damage Liability - Coverage B - shall also apply to the following named entity but such inclusion of additional interest shall not operate to increase the limits of the Company's liability.

Associated Leasing as respects store equipment at Anchorage, Alaska

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to. Northern Commercial Company

Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #16

In consideration of the premium charged, it is agreed that paragraph (3) of the definition "policy territory" is deleted and the following is substituted therefore:

"(3) anywhere in the world with respect to damage because of bodily injury or property damage arising out of a product provided the original suit for such damage is brought within the territory described in paragraph (1) above."

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 279422 ~~*of the*~~ *PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company

Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #17

ENDORSEMENT

Attached to and forming part of Policy No. CL 279[illegible] of the

PROVIDENCE WASHINGTON INSURANCE COMPANY
(Insurance Company)

issued to Northern Commercial Company, et al
(Contractor)

Agency at Anchorage, Alaska

Policy period from March 1, 1973 to March 1, 1976

In consideration of premium charged for this policy, it is understood and agreed that as respects claims arising out of or in connection with work performed for Pacific Power & Light Company by

N. C. Machinery Company :
(Contractor)

(1) Pacific Power & Light Company, a corporation, 920 S. W. 6th Avenue, Portland, Oregon, its directors, officers and employees, are named as additional assureds under this policy; and

(2) this insurance is primary insurance with respect to the interests of Pacific Power & Light Company and any other insurance maintained by Pacific Power & Light Company is excess and not contributory with this insurance; and

(3) the following Cross Liability clause is made a part of this policy:

> The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the Company's liability as set forth elsewhere in this policy beyond the amount for which the company would have been liable if only one person or interest had been named as insured; and

(4) notwithstanding any provision of the policy to which this endorsement is attached, this policy may not be canceled or altered by the insurance company without giving 30 days' prior written notice of cancellation or alteration to Pacific Power & Light Company.

All other terms and conditions of the policy remain unchanged.

Date March 1, 1973

Preferred General Agency of Alaska, Inc.
(Name of Agency)

By: [illegible]
Agent

Form 2168 Rev. 7/67

Attachment #18

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003811

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

LIABILITY

L 9106
(Ed. 7-66

G 106

ADDITIONAL INSURED

(Employees)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

Authorized Representative

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.

AUTHENTIC

Attachment #19

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

LIABILITY—AUTOMOBILE

GU 8882
(Ed. 11-69)

GENERAL LIABILITY—AUTOMOBILE
FAMILY COMBINATION—SPECIAL PACKAGE

A 0021 - G 518

AMENDMENT OF SUPPLEMENTARY PAYMENTS — ALASKAN SUITS

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

Authorized Representative

SCHEDULE

The named insured elects:

☐ Limited Supplementary Payments — No Additional Premium

☒ Additional Supplementary Payments — Additional Premium $ 3.00

It is agreed that with respect to any suit in Alaska defended by the company under this policy, paragraph (a) of the Supplementary Payments Provision is amended as follows in accordance with the option elected herein by the insured:

1. **Limited Supplementary Payments**
   If the named insured has elected not to pay the additional premium for the additional supplementary payments, the company shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the policy.
2. **Additional Supplementary Payments**
   If the named insured has elected to pay the additional premium, the company agrees to pay all attorney's fees taxed against the insured as costs under "Alaska Civil Rule 82".

AUTHENTIC

Attachment #21

COVERAGE PART

COMPREHENSIVE AUTOMOBILE LIABILITY INSUR E

AL 9582
(Ed. 1-72)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
C—Bodily Injury Liability	250 thousand dollars each person	----- thousand dollars each occurrence	$ 35,206.00
D—Property Damage Liability	---- thousand dollars each occurrence	See CSL Endorsement	$ Included
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 35,206.00

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						BI	PD
Town or City and State In Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
Included in Composite Rate						35,206.00	
2. Hired Automobiles — Premium Basis — Cost of Hire							
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use	Estimated Cost of Hire	Rates Per $100 Cost of Hire: BI	Rates Per $100 Cost of Hire: PD		
						If Any	
3. Non-Owned Automobiles — Premium Basis — Class 1 Persons and Class 2 Employees							
Class 1 Persons—Name of Each	Location of Headquarters of Persons Named Herein						
						If Any	
Class 2 Employees—Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates Per Employee: BI	Rates Per Employee: PD				
						Included	
Attachment #22					Total Advance B.I. and P.D. Premiums	$ 35,206.00	$

When used as a premium basis:

A. **"cost of hire"** means the amount incurred for (a) the hire of **automobiles**, including the entire remuneration of each employee of the **named insured** engaged in the operation of such **automobiles** subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of "cost of hire" shall be 5% of the applicable **hired automobile** rates, provided the owner of such **hired automobile** has purchased **automobile Bodily Injury** Liability and **Property Damage** Liability insurance covering the interest of the **named insured** on a direct primary basis as respects such **automobile** and submits evidence of such insurance to the **named insured**;

B. **"Class 1 persons"** means the following persons, provided their usual duties in the business of the **named insured** include the use of **non-owned automobiles**: (a) all employees, including officers, of the **named insured** compensated for the use of such **automobiles** by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the **named insured**;

C. **"Class 2 employees"** means all employees, including officers, of the **named insured**, not included in Class 1 persons.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003814

I. COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—PROPERTY DAMAGE 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

C. **bodily injury** or

D. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **automobile**, and 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, 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 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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to **property damage** to

(1) property owned or being transported by the **insured**, or

(2) property rented to or in the care, custody or control of the **insured**, or as to which the **insured** is for any purpose exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;

(e) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

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

(a) the **named insured**;

(b) 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**;

(c) 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;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **insured** under (a), (b) or (c) above.

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

(i) 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;

(ii) 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 any agent or employee of any such owner or lessee;

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

(iv) any person or organization, other than the **named insured**, with respect to:

(1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or

(2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;

(v) 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.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**; (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage D—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 schedule as applicable to "each **occurrence**".

Coverages C and D—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**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

V. ADDITIONAL DEFINITIONS

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

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

"**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 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**;

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

"**owned automobile**" means an **automobile** owned by the **named insured**;

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

"**trailer**" includes semi-trailer but does not include **mobile equipment**.

VI. ADDITIONAL CONDITION

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**.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003815

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852
(Ed. 6-54)

A ched to and forming part of Policy Number CL 27 94 22 issued by PROVIDENCE WASHINGTON INSURANCE (PANY

Effective date March 1, 19 73
(12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of th following coverages as are indicated by specific premium charge o charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	Terr.	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★
1	1968 Ford F100	F10YRD57221	Anchorage,	01		3000.					0	$	$ 250. De
	Pickup	C	Alaska					$	$	$	$ACV-100	$ 15.00	$ 30.00
2	1971 Ford	1P54S133235	Anchorage,	01							0	$	$ 250 De
	Galaxie 500	P&B	Alaska		4-3			$	$	$	$ACV-100	$ 48.00	$ 92)
3	1971 Ford	1P54S142395	Anchorage,	01							0	$	$ 250. De
	Galaxie 500	P&B	Alaska		4-3			$	$	$	$ACV-100	$ 48.00	$ 92.00
4	1971 Ford	1P72H116431	Anchorage,	01							0	$	$ 250. De
	Custom 500	P&B	Alaska		4-3			$	$	$	$ACV-100	$ 48.00	$ 92.00
5	1969 Ford	9A48H277959	Fairbanks,	02							0	$	$ 250. De
	Ranchero 500	P&B	Alaska		4-5			$	$	$	$ACV-100	$ 34.00	$ 80.00
6	1970 Ford	0A47H166756	Fairbanks,	02							0	$	$ 250. De
	Ranchero 500	P&B	Alaska		4-4			$	$	$	$ACV-100	$ 34.00	$ 80.00
7	1970 Ford	R61VVH84783	Fairbanks,	02		3500.					0	$	$ 250. De
	LN6000 Flatbed	C	Alaska					$	$	$	$ACV-100	$ 19.00	$ 41.00
8	1971 Ford	F25YRM00631	Fairbanks,	02		3500.					0	$	$ 250. De
	F250 Pickup	C	Alaska					$	$	$	$ACV-100	$ 27.00	$ 41.00
9	1972 Ford	F25YRP43846	Fairbanks,	02		3500.					0	$	$ 250. De
	F250 Pickup	C	Alaska					$	$	$	$ACV-100	$ 37.00	$ 58.00
10	1973 Ford	3J54S108448	Fairbanks,	02							0	$	$ 250. De
	Galaxie 500	P&B	Alaska		4-1			$	$	$	$ACV-100	$ 91.00	$ 11 0
11	1968 Ford	8P53Y125702	Ketchikan,	03							0	$	$ 250. De
	Custom 500	P&B	Alaska		4-6			$	$	$	$ACV-100	$ 26.00	$ 60.00
12	1970 Ford	F10YPH14066	Ketchikan,	03		3000.					0	$	$ 250. De
	F100 Pickup	C	Alaska					$	$	$	$ACV-100	$ 15.00	$ 30.00
13	1972 Ford	F10GEN12482	Whitehorse,	03		3000.					0	$	$ 250. De
	F100 ½ Ton Pickup	C	Y.T.					$	$	$	$ACV-100	$ 29.00	$ 43.00
14	1970 Ford	0P54Y158972	Tukwila,	01							0	$	$ 250. De
	Galaxie 500	P&B	Washington		4-4			$	$	$	$ACV-100	$ 10.00	$ 61.00
15	1970 Ford Galaxie	0P54Y172654	Tukwila,	01							0	$	$ 250. De
	500	P&B	Washington		4-4			$	$	$	$ACV-100	$ 10.00	$ 61.00
							Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

Earl H. Jones
Authorized Representative

Attachment #23 Page 1 of 4 Pages

UNIFORM PRINTING & SUPPLY DIV.

(OVER)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003816

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852
(Ed. 6-54)

Attached to and forming part of Policy Number CL 27 94 22 issued by PROVIDENCE WASHINGTON INSURANCE COMPANY

Effective date March 1, 19 73
(12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	Terr.	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision Type of Cov. / Premium★
16	1971 Ford F250 Pickup	F25YRK06443 C	Tukwila, Washington	01		3500.		$	$	$	0 $ ACV-100	$ 12.00	$ 250. Ded $ 38.00
17	1971 Ford Galaxie 500	1P54S142399 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250 Ded $ 54
18	1971 Ford Galaxie 500	1P54S133233 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250. Ded $ 54.00
19	1971 Ford Galaxie 500	1P54S142396 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250. Ded $ 54.00
20	1971 Ford Galaxie 500	1P54S142398 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250. Ded $ 54.00
21	1971 Ford Galaxie 500	1P54S236098 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250. Ded $ 54.00
22	1971 Ford Galaxie	1P54S242394 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250. Ded $ 54.00
23	1971 Ford Ranchero 500	1A47H165930 P&B	Tukwila, Washington	01	4-3			$	$	$	0 $ ACV-100	$ 14.00	$ 250. Ded $ 54.00
24	1972 Ford LTD Brougham	2P66S101556 P&B	Tukwila, Washington	01	5-2			$	$	$	0 $ ACV-100	$ 18.00	$ 250. Ded $ 83.00
25	1973 Ford Ranchero 500	3A47H285678 P&B	Tukwila, Washington	01	5-1			$	$	$	0 $ ACV-100	$ 20.00	$ 250. Ded $ 71
26	1971 Ford Galaxie 500	1P74S234230 P&B	Chehalis, Washington	20	4-3			$	$	$	0 $ ACV-100	$ 18.00	$ 250. Ded $ 46.00
27	1971 Ford Galaxie 500	1P74S236097 P&B	Chehalis, Washington	20	4-3			$	$	$	0 $ ACV-100	$ 18.00	$ 250. Ded $ 46.00
28	1971 Ford Galaxie 500	1P74S142400 P&B	Chehalis, Washington	20	4-3			$	$	$	0 $ ACV-100	$ 18.00	$ 250. Ded $ 46.00
29	1971 Ford Galaxie 500	1P54S141297 P&B	Chehalis, Washington	20	4-3			$	$	$	0 $ ACV-100	$ 18.00	$ 250. Ded $ 46.00
30	1972 Ford Galaxie 500	2P54S234227 P&B	Chehalis, Washington	20	4-2			$	$	$	0 $ ACV-100	$ 18.00	$ 250. Ded $ 46.00
							Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

Earl S. Jones
Authorized Representative

Attachment #23 Page 2 of 4 Pages

UNIFORM PRINTING & SUPPLY DIV.

(OVER)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003817

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852
(Ed. 6-54)

Attached to and forming part of Policy Number CL 27 94 22 issued by PROVIDENCE WASHINGTON INSURANCE COMPANY

Effective date March 1, 19 73
(12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use (P & B = Pleasure and Business, C = Commercial)	Location (Town) / (State)	Terr.	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Premium★	Collision / Type of Cov. / Premium★
31	1973 Ford Galaxie 500	3P49S137549 P & B	Chehalis Washington	20	5-1			$	$	$	0 $ACV-100	$ 26.00	$ 250. De $ 68.00
32	1973 Ford Galaxie 500	3P74S138061 P & B	Chehalis Washington	20	5-1			$	$	$	0 $ACV-100	$ 26.00	$ 250. De $ 68.00
33	1970 Ford Galaxie 500	0G54Y175234 P & B	Mt. Vernon Washington	17	4-4			$	$	$	0 $ACV-100	$ 12.00	$ 250. De $ 40.00
34	1970 Ford Galaxie 500	0G54Y175233 P & B	Mt. Vernon Washington	17	4-4			$	$	$	0 $ACV-100	$ 12.00	$ 250. De $ 40.00
35	1971 Ford Galaxie 500	1P54S133234 P & B	Mt. Vernon Washington	17	4-3			$	$	$	0 $ACV-100	$ 18.00	$ 250. De $ 46.00
36	1973 Ford Galaxie 500	3P74S138061 P & B	Hoquiam Washington	20	5-1			$	$	$	0 $ACV-100	$ 26.00	$ 250. De $ 68.00
37	1971 Ford Ranchero 500	1A47H165931 P & B	Mt. Vernon Washington	17	4-3			$	$	$	0 $ACV-100	$ 18.00	$ 250.00 De $ 46.00
38	1972 Ford F250 Pickup	F25YRP80457 P & B	Mt. Vernon Washington	17		3500		$	$	$	0 $ACV-100	$ 20.00	$ 250. De $ 54.00
39	1973 Ford F374	F37HR086788 P & B	Mt. Vernon Washington	17		4500		$	$	$	0 $ACV-100	$ 33.00	$ 250. De $ 69.00
40	1972 Plymouth Fury 111	PH41K2D101287 P & B	Seattle Washington	01	4-2			$	$	$	0 $ACV-100	$ 14.00	$ 250. De $ 54.00
41	1972 Ford Galaxie 500	2P54S170499 P & B	Seattle Washington	01	4-2			$	$	$	0 $ACV-100	$ 14.00	$ 250. De $ 54.00
42	1972 Ford Galaxie 500	2P54S167824 P & B	Seattle Washington	01	4-2			$	$	$	0 $ACV-100	$ 14.00	$ 250. De $ 54.00
43	1972 Ford Galaxie	2J54S168542 P & B	Seattle Washington	01	4-2			$	$	$	0 $ACV-100	$ 14.00	$ 250. De $ 54.00
44	1972 Ford Galaxie	2J54S168548 P & B	Seattle Washington	01	4-2			$	$	$	0 $ACV-100	$ 14.00	$ 250. De $ 54.00
45	1972 Ford LTD Brougham	2P66S144983 P & B	Seattle Washington	01	5-2			$	$	$	0 $ACV-100	$ 18.00	$ 250. De $ 62.00
							Total Premiums	$	$	$		$	$

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

Earl S. Jones
Authorized Representative

UNIFORM PRINTING & SUPPLY DIV.

Attachment #23 Page 3 of 4 Pages

(OVER)

SKN 003818

AUTOMOBILE

SCHEDULE OF AUTOMOBILES

AL 6852
(Ed. 6-54)

A ched to and forming part of Policy Number CL 27 94 22 issued by PROVIDENCE WASHINGTON INSURANC COMPANY

Effective date March 1, 19 73
(12:01 A. M., standard time)

Important: In all columns having double captions, show information in same order as captioned.

Description of the automobile and facts respecting its purchase by the Named Insured:

The insurance afforded is only with respect to such and so many of th following coverages as are indicated by specific premium charge o charges.

Entry No.	Year Model—Trade Name / Body Type—Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. (S) Motor No. (M) / Purpose of Use P & B = Pleasure and Business C = Commercial	Location (Town) / (State)	Terr	Classification Cas. / FTC	List Price / Actual Cost	Purchased Mo./Yr. / New (N) Used (U)	Casualty Coverages: Bodily Injury Liability Premium	Property Damage Liability Premium	Medical Payments Premium	Physical Damage Coverages: Cov. Sym. (Insert: D, F, G, etc.) / Limit of Liability	Rate / Pre-mium★	Collision / Type of Cov. / Premium★
46	1973 Mercedes	11407312001266	Seattle	01							0	$	$ 250. De
X	Benz	P & B	Washington		7-1			$	$	$	$ACV-100	$ 34.00	$ 88.00
47	1973 Ford	3J54S153162	Seattle	01							0	$	$ 250. De
X	Galaxie	P & B	Washington		5-1			$	$	$	$ACV-100	$ 20.00	$ .00
48	1971 Ford	1A47H174802	Seattle	01							0	$	$ 250. De
X	Ranchero	P & B	Washington		4-3			$	$	$	$ACV-100	$ 14.00	$ 54.00
4								$	$	$	$	$	$ De
5								$	$	$	$	$	$ De
6								$	$	$	$	$	$ De
7								$	$	$	$	$	$ De
8								$	$	$	$	$	$ De
9								$	$	$	$	$	$ De
10								$	$	$	$	$	$ De
11								$	$	$	$	$	$ De
12								$	$	$	$	$	$ De
13								$	$	$	$	$	$ De
14								$	$	$	$	$	$ De
15								$	$	$	$	$	$ De
							Total Premiums	$	$	$		$ 1,076.00	$ 2,822.

★The automobile is unencumbered unless otherwise stated on the reverse side hereof. (Applicable only if one or more Physical Damage Coverages afforded.)

Attachment #23 Page 4 of 4 Pages

Earl K. Jones
Authorized Representative

UNIFORM PRINTING & SUPPLY DIV.

(OVER)

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003819

COVERAGE PART — AUTOMOBILE P[illegible] AL DAMAGE INSURANCE (Fleet Automatic) — A 6118a (Ed. 10-66)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

ADVANCE PREMIUM	LIMIT OF LIABILITY — Each covered automobile: IF ACTUAL CASH VALUE (ACV) "ACV"	Enter: and DEDUCTIBLE	IF STATED AMOUNT Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, Enter: "S", meaning "as separately stated in PHF Item 2(c)"	COVERED AUTOMOBILES	COVERAGES
$ 1,076.00	ACV	$ 100.00	$	$			O — COMPREHENSIVE
$ 2,822.00	ACV	$ 250.00					P — COLLISION
$			$				Q — FIRE, LIGHTNING OR TRANSPORTATION
$			$				R — THEFT
$			$				S — WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION
$			$				T — COMBINED ADDITIONAL
$	$25 for each disablement						V — TOWING (Not available in California)
$							Form numbers of endorsements attached at issue
$ 3,898.00 Total Advance Premium							

Maximum Limit of Liability

Any one **covered automobile**	All **covered automobiles**	All **covered automobiles** at any one location
$ 10,000.00	$ 350,000.00	$ 150,000.

Records to be submitted: ☐ Monthly ☐ Quarterly ☐ Semi-Annually

PHF Item 2. Covered Automobiles as of Effective Date of this Insurance:

(a) Description; **Purposes of Use** (P & B = **Pleasure and Business**; C = **Commercial**)

Auto	Year Model	Trade Name	Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model	Principally Garaged In (Town, State)	Purpose of Use	Classification
1						
2						
3						
4			As Per Schedule of Automobiles			
5						
6						
7						

(b) Facts Respecting Purchase

Auto	List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol	Any **loss** under Coverages other than Towing is payable as interest may appear to the **named insured** and the Loss Payee named below:
1					
2					
3					
4					
5					
6					
7					

(c) Limit of Liability (if not stated in PHF Item 1); Net Rates; Advance Premium

Auto	LIMIT OF LIABILITY—Each **covered automobile** described in (a) above and covered for: Coverages other than Collision: Amount or "ACV"	Enter: and Deductible	Collision: "ACV"	Enter: and Deductible
1	$	$	ACV	$
2	$	$	ACV	$
3	$	$	ACV	$
4	$	$	ACV	$
5	$	$	ACV	$
6	$	$	ACV	$
7	$	$	ACV	$

Net Rates	Coverages
	O — Comprehensive
X X X	P — Collision
	Q — Fire, Lightning or Transportation
	R — Theft
	S — Windstorm, Hail, Earthquake or Explosion
	T — Combined Additional
X X X	V — Towing

"ACV" = ACTUAL CASH VALUE

Auto	ADVANCE PREMIUM: Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$
Totals	$	$	$	$	$	$	$

PH[illegible] 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **named insured** is the sole owner of ev[illegible] **ered automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded:

1 = all **covered automobiles**
2 = all registered **covered automobiles**
3 = all **covered automobiles** of the **private passenger type**
4 = all **covered automobiles** of the **commercial type**
5 = the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4:
6 = excluding vehicles leased to the **named insured**
7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $_____

(over)

Attachment #24

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003820

I. COVERAGE AGREEMENTS

1. The company will pr 'oss to **covered automobiles**, under:

COVERAGE O. COM. ISIVE—from any cause except **collision**; but, for the purpose of this coverage, breakage of glass and **loss** caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or (as to a **covered automobile** of the **private passenger type**) colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;

COVERAGE P. COLLISION — caused by **collision**;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION — caused by windstorm, hail, earthquake or explosion;

COVERAGE T. COMBINED ADDITIONAL — caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Comprehensive coverage (except as to **loss** from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each **loss** in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Combined Additional coverage, $25 shall be deducted from the amount of each **loss** caused by malicious mischief or vandalism.

2. The company will pay, under:

COVERAGE V. TOWING — for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

3. **SUPPLEMENTARY PAYMENTS**

In addition to the applicable limits of liability, the company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable;

(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage is the result of other **loss** covered by this insurance;

(c) to tires, unless

(i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or

(ii) damaged by fire (and, if a **covered automobile** of the **private passenger type**, by malicious mischief or vandalism) or stolen and, as to the **covered automobile**, **loss** caused by such damage or theft is covered by this insurance;

(d) to **loss** due to

(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(ii) radioactive contamination;

(e) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(f) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(g) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to **loss** resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY

1. The limit of the company's liability for **loss** to any one **covered automobile** shall not exceed the least of the following amounts:

(a) the actual cash value of such **covered automobile**, or if the **loss** is to a part thereof the actual cash value of such part, at time of **loss**; or

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the **loss** to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the company's liability for all **loss** directly attributable to a single happening out of which **loss** occurs shall not exceed:

(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;

(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III. POLICY PERIOD; TERRITORY; PURPOSES OF USE

This insu pplies only to **loss** which occurs during the policy period, while the **covered aut** e is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a **covered automobile** described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. ADDITIONAL DEFINITIONS

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

"collision" means (i) collision of a **covered automobile** with another object or w a vehicle to which it is attached, or (ii) upset of such **covered automobile**;

"commercial type" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered **private passenger type** vehicle used for retail or wholesale delivery;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is:

(i) owned by the **named insured**, or

(ii) leased to the **named insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **named insured** or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the **named insured** during the policy period provided, however, that:

(i) it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and

(ii) the **named insured** notifies the company within 30 days following such delivery date;

but **"covered automobile"** does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **named insured**, unless specifically stated otherwise by endorsement forming a part of the policy;

"loss" means direct and accidental loss or damage;

"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to **"purposes of use"**:

"commercial" means use principally in the business occupation of the **named insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"pleasure and business" means personal, pleasure, family and business use.

V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Three Year Policy", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss**

In the event of **loss** the named insured shall:

(a) protect the **covered automobile**, whether or not this insurance applies to the **loss**, and any further loss or damage due to the **named insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after **loss**, his sworn proof of **loss** in s form and including such information as the company may reasonably require upon the company's request, shall exhibit the damaged property and submit to amination under oath;

(d) cooperate with the company and, upon the company's request, shall 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 **named insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss**

With respect to any **loss** covered by this insurance, the company may pay for said **loss** in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the **named insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

3. **Appraisal**

If the **named insured** and the company fail to agree as to the amount of **loss**, either may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In such event the **named insured** and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of **loss** and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **loss**. The **named insured** and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. **Action Against Company**

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this insurance.

5. **Other Insurance**

If the **named insured** has other insurance against a **loss** covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**; provided, however, with respect to any **covered automobile** newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any **loss** against which the **named insured** has other valid and collectible insurance.

6. **No Benefit to Bailee**

None of the provisions of this insurance shall inure directly or indirectly to benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute**

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

AUTHENTIC

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003821

COVERAGE PART

UNINSURED MOTORISTS INSURANCE

AL 9590
(Ed. 1-73)

For attachment to Policy No. CL 27 94 22, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	15 thousand dollars each person	30 thousand dollars each accident	$ Included
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ Included
Designated Insured			

Description of **Insured Highway Vehicles** (Check appropriate box)

- [X] Any **automobile** owned by the **named insured**
- [ ] Any **private passenger automobile** owned by the **named insured**
- [ ] Any **highway vehicle** to which are attached dealer's license plates issued to the **named insured**
- [ ] Any **highway vehicle** designated in the declarations of the policy by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **named insured** as a replacement therefor
- [ ] Any **mobile equipment** owned or leased by and registered in the name of the **named insured**
- [ ] Attachment #25

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for **Bodily Injury**)

The company will pay all sums which the **insured** or his legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** sustained by the **insured,** caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle;** provided, for the purposes of this coverage, determination as to whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

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

(a) The limit of liability stated in the schedule 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 accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of
(i) the owner or operator of the **uninsured highway vehicle** and
(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury,**

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **insured** under the **bodily injury** liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"designated insured" means an individual named in the schedule under **Designated Insured;**

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **insured** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle;**

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days

(over)

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thereafter a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is uncertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle**:

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **named** or **designated insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured**; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a **hit-and-run vehicle**;

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle**,

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured**.

B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

E. Other Insurance.

With respect to **bodily injury** to an **insured** while **occupying** a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

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

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the **insured**, or

(b) if the **insured** be a minor to his parent or guardian, or

(c) if the **insured** be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

AUTHENTIC

COVERAGE PART
For attachment to Policy No. CL 27 94 22, to complete said policy.

GARAGE INSURANCE

AL 9580
(Ed. 1-73)

SCHEDULE

Item 1: The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	**Garage operations** including **Automobile Hazard 1**	See CSL Endorsement	$ Included
		Automobile Hazard 2	--- thousand dollars each person	$ in
		Escalators	250 thousand dollars each **occurrence**	$ Composite
				$ Rate
	H—Property Damage Liability	**Garage operations** including **Automobile Hazard 1**	See CSL Endorsement	$ Included
		Automobile Hazard 2	thousand dollars each **occurrence** subject to $100 deductible as set forth in Limits of Liability provision	$
		Escalators		$
				$
Expenses for Medical Services	I—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	dollars each person	$
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$
	K-2—Theft of the entire **automobile**			$
	K-3—Riot and Vandalism	Coverage **K-3**—$25 vandalism deductible		$
	K-4—Collision or Upset	Coverage **K-4**—$ deductible—Limit of liability includes $5000 limit for **loss** to property other than **automobiles**		$
Form numbers of endorsements attached at issue				$
			Total Advance Premium	$ Included

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES _____ NAME—NUMBER OF SUCH AUTOMOBILES _____

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. No.	Address (Show main sales location, if any, as location No. 1)	Premium Basis: Class	Premium Basis: Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H
1	As Per Schedule - Hazard I	A		$	$	$	$
		B		$	$		
		C		$ INCLUDED IN		COMPOSITE	RATE
		Total Furnished **Automobile**		$ †	$ †		
XXX	Escalators Total No. at **Premises**	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished **Automobile**		$ †	$ †		
XXX	Escalators Total No. at **Premises**	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$

Loc. No.	Garagekeepers' Legal Liability: Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums: Coverage G	Coverage H	Coverage I	Coverage I & J
1		thousand dollars	$	$	$	$
2		thousand dollars				

†Per **Automobile**

When used as a premium basis: Attachment #26
remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum

"Class A" means all clerical office employees
"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an **automobile** owned by the **named insured**; and all salesmen, general managers, service managers and chauffeurs
"Class C" means all other employees.

I. GARAGE LIABILITY
COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE 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

G. **bodily injury** or
H. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of **garage operations**, including only the **automobile hazard** for which insurance is afforded as indicated in the schedule, and 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, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply, under the Garage Liability Coverages:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion 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;
(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
(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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
  (1) any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
  (2) liability assumed by the **insured** under an **incidental contract**;
(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any
  (1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the **named insured** and not being delivered, demonstrated or tested,
  (2) **automobile**
    (i) 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, or
    (ii) while rented to others by the **named insured** unless to a salesman for use principally in the business of the **named insured**, or
    (iii) while being used by the **insured** as a public or livery conveyance or for carrying property for a charge;
  (3) watercraft owned or operated by or rented or loaned to any **insured**, or any other watercraft operated by any person in the course of his employment by any **insured**; but this exclusion (e) (3) does not apply to watercraft while ashore on **premises** owned by, rented to or controlled by the **named insured**;
(f) to **bodily injury** or **property damage** arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the **named insured** by independent contractors, or acts or omissions of the **named insured** in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;
(g) to **property damage** to
  (1) property owned by, rented to or held for sale by the **insured**, or
  (2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;
  but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile**, or to such insurance as is afforded for the use of **elevators** at the **premises**;
(h) to **property damage** to **premises** alienated by the **named insured** arising out of such **premises** or any part thereof;
(i) 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**;
(j) to **property damage** to any of the **named insured's products** if such **property damage** results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;
(k) to **property damage** 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;
(l) 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;
(m) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  (1) liability assumed by the **insured** under an **incidental contract**, or
  (2) expenses for first aid under the Supplementary Payments provision;
(n) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
  (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  (2) if not so engaged, as an owner or lessor of **premises** used for such purposes, if such liability is imposed
    (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
    (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

(over)

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(o) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, al toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. **EXPENSES FOR MEDICAL SERVICES**
COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J—PREMISES MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of accident:

I. to or for each person who sustains **bodily injury** caused by accident, while **occupying** any **automobile** which is being used by any person who is an **insured** under the **bodily injury** liability coverage with respect to such use;

J. to or for each person who sustains **bodily injury**, caused by accident, and arising out of the ownership, maintenance or use of the **premises** for the purposes of a **garage**, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to **bodily injury** sustained by any employee of an **insured** under the **bodily injury** liability insurance arising out of and in the course of his employment by such **insured;**

(b) under the Premises Medical Payments Coverage, to **bodily injury** sustained by
(1) any person while **occupying** or through being struck by an **automobile** away from the **premises;**
(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
(3) the **named insured**, or any partner therein or member thereof, or any employee of the **named insured** arising out of and in the course of his employment by the **named insured;**
(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the **named insured** or for any lessor of the **premises;**

(c) under the Premises Medical Payments Coverage, to **bodily injury** arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured;** but this exclusion (c) (1) does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
(2) structural alterations, new construction or demolition operations for the **named insured** by independent contractors or their subcontractors, or omissions or supervisory acts of the **insured** in connection therewith;

(d) under the Premises Medical Payments Coverage, to **bodily injury** 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 applies when the **named insured** is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, 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;

(f) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** sustained by an employee of any **garage**, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. **GARAGEKEEPERS' LEGAL LIABILITY**
COVERAGE K-1—FIRE AND EXPLOSION
COVERAGE K-2—THEFT of the entire **automobile**
COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE K-4—COLLISION OR UPSET

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of:

K-1. **loss** to an **automobile** caused by fire or explosion other than explosion of tires;

K-2. **loss** to an **automobile** caused by theft of the entire **automobile;**

K-3. **loss** to an **automobile** caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each **automobile** $25 shall be deducted from each **loss** caused by malicious mischief or vandalism;

K-4. **loss** to an **automobile** or other property of a kind customarily left in charge of a **garage** caused by collision of the **automobile** or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages because of each **loss**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such **automobile** or other property is in the custody of the **insured** for safekeeping, storage, service or repair
(1) at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the **insured's** business, or
(2) away from the **premises** if the **insured** is attending such **automobile** or property;

and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **loss**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the **insured** under any agreement to be responsible for **loss;**

(b) to an **automobile** or other property
(1) owned by or rented to
(i) the **named insured** or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
(ii) an employee of the **named insured** or his spouse if a resident of the same household, unless the **automobile** or other property is in the custody of the **named insured** under an agreement for which a specific pecuniary charge has been made, or
(2) in the custody of the **named insured** for demonstration or sale;

(c) to **loss** by theft due to any fraudulent, dishonest or criminal act by the **named insured**, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to **loss** arising out of the use of any **elevator**, or any **automobile** servicing hoist designed to raise an entire **automobile;**

(e) to defective parts, accessories or materials furnished or to faulty work performed on an **automobile**, out of which **loss** arises;

(f) to an **automobile** or other property while the **automobile** is 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** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to **loss** due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an **automobile.**

IV. **PERSONS INSURED**

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:
(1) the **named insured;**
(2) with respect to **garage operations** other than the **automobile hazard:**
(a) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such,
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,
(d) any person or organization having a financial interest in the **garage operations** of the **named insured;**
(3) with respect to the **automobile hazard:**
(a) any person while using, with the permission of the **named insured**, any **automobile** to which the insurance applies under the **automobile hazard**, 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 of an **automobile**, such person shall be an **insured** only if he is:
(i) a borrower of the **automobile**, or
(ii) a partner, member or employee of the **named insured** or of such borrower;
(b) 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) above.

None of the following is an **insured:**
(i) 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;
(ii) any person or organization, other than the **named insured** or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the **named insured;**
(iii) any person or organization, other than the **named insured**, with respect to any **automobile**
(a) owned by such person or organization or by a member (other than the **named insured**) of the same household, or
(b) possession of which has been transferred to another by the **named insured** pursuant to an agreement of sale;
(iv) any partner, member or employee of the **named insured** or the spouse of such person, with respect to **property damage** to property owned by, rented to or held for sale by the **named insured**, or property in the care, custody or control of or transported by the **named insured.**

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.**

B. Under the Garagekeepers' Legal Liability Coverages:
(a) the **named insured;**
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such; and
(d) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. **LIMITS OF LIABILITY**

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury, property damage** or **loss**, (3) claims made or suits brought on account of **bodily injury, property damage** or **loss** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage G—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence;** but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage H—Subject to the following paragraph, 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 schedule as applicable to "each **occurrence**".

With respect to **property damage** to any **automobile** arising out of work completed by or for the **named insured** upon such **automobile** or part thereof, $100 shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of **property damage** to such **automobile** as a result of any one **occurrence**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of **Property Damage** Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

Coverages G and H—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.**

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for **loss** at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of **loss** there were at the location where the **loss** occurred **automobiles** of others in the custody of the **insured** in excess of the maximum number of **automobiles** indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such **automobiles** stated for such location bears to the number of **automobiles** at such location at the time the **loss** occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for **loss** to property of a kind customarily left in charge of a **garage**, other than **automobiles**, is $5,000, which sum is included in the applicable limit of liability for **loss** at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

VI. **POLICY TERRITORY**

This insurance applies only to **bodily injury, property damage** or **loss** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory.**

VII. **ADDITIONAL DEFINITIONS**

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

"**automobile**" means a land motor vehicle or **trailer**, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of **automobile** set forth in the Definitions Section;

"**automobile hazard**" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.
(1) the ownership, maintenance or use (including loading and unloading) of any **automobile** for the purpose of **garage operations**, and (2) the occasional use for other business purposes and the use for non-business purposes of any **automobile** owned by or in charge of the **named insured** and used principally in **garage operations**, and (3) the ownership, maintenance or use of any **automobile** owned by the **named insured** while furnished for the use of any person.

Automobile Hazard 2.
The use in connection with **garage operations** of any **automobile** which is neither owned nor hired by the **named insured**, a partner therein or a member thereof, or a member of the same household as any such person.

"**garage**" means an **automobile** sales agency, repair shop, service station, storage garage or public parking place;

"**garage operations**" means the ownership, maintenance or use of the **premises** for the purposes of a **garage** and all operations necessary or incidental thereto;

"**loss**" means direct and accidental loss of or damage to property which occurs during the policy period;

"**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;

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

"**premises**" means **premises** where the **named insured** conducts **garage operations**, and includes the ways immediately adjoining but does not include any portion of such **premises** upon which business operations are conducted by any other person or organization;

"**trailer**" includes semi-trailer.

VIII. **ADDITIONAL CONDITIONS**

A. **Limitation of Coverage Under Any Other Liability Insurance Part**
The insurance afforded under any other liability insurance made a part of this policy does not apply to **garage operations**, including the **automobile hazard**, for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**
The **insured's** duties in event of **loss** under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an **occurrence**, claim or suit. In the event of theft or larceny, the **insured** shall also promptly notify the police.

C. **Medical Reports; Proof and Payment of Claim—Coverages I and J**
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 such 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.

D. **Non-Applicability of Subrogation Condition**
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

AUTHENTIC

GARAGE SCHEDULE - HAZARD I

Seattle, Washington

Mt. Vernon, Washington

Chehalis, Washington

Juneau, Alaska

Anchorage, Alaska

Fairbanks, Alaska

Whitehorse, Yukon Territory

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL.27.94.22 *of the* PROVIDENCE WASHINGTON INSURANCE COMPANY.

Issued to Northern Commercial Company ..... Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #27

COVERAGE PART
For attachment to Policy No. CL 27 94 22, to complete said policy.

GARAGE INSURANCE

AL 9580
(Ed. 1-73)

SCHEDULE

Item 1: The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	Garage operations including Automobile Hazard 1	See CSL Endorsement	$
		Automobile Hazard 2	thousand dollars each person	$ Included
		Escalators	thousand dollars each occurrence	$ In
				$ Composite
	H—Property Damage Liability	Garage operations including Automobile Hazard 1		Rate $
		Automobile Hazard 2	thousand dollars each occurrence subject to $100 deductible as set forth in Limits of Liability provision	$
		Escalators		$
				$
Expenses for Medical Services	I—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	dollars each person	$
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$
	K-2—Theft of the entire automobile			$
	K-3—Riot and Vandalism	Coverage K-3—$25 vandalism deductible		$
	K-4—Collision or Upset	Coverage K-4— $ deductible—Limit of liability includes $5000 limit for loss to property other than automobiles		$
Form numbers of endorsements attached at issue				$
			Total Advance Premium	$ Included

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES NAME—NUMBER OF SUCH AUTOMOBILES

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. No.	Address (Show main sales location, if any, as location No. 1)	Premium Basis: Class	Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H
1	As Per Schedule - Hazard II	A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX	Escalators Total No. at Premises	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX	Escalators Total No. at Premises	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$

INCLUDED IN COMPOSITE RATE

Loc. No.	Garagekeepers' Legal Liability: Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums: Coverage G	Coverage H	Coverage I	Coverage I & J
1		thousand dollars	$	$	$	$
2		thousand dollars				

†Per Automobile

When used as a premium basis: Attachment #28

'remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an **automobile** owned by the **named insured**; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees.

I. GARAGE LIABILITY
COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE 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

G. **bodily injury** or
H. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of **garage operations**, including only the **automobile hazard** for which insurance is afforded as indicated in the schedule, and 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, 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, under the Garage Liability Coverages:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion 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;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;

(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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
(1) any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
(2) liability assumed by the **insured** under an **incidental contract**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any
(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the **named insured** and not being delivered, demonstrated or tested,
(2) **automobile**
(i) 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, or
(ii) while rented to others by the **named insured** unless to a salesman for use principally in the business of the **named insured**, or
(iii) while being used by the **insured** as a public or livery conveyance or for carrying property for a charge;
(3) watercraft owned or operated by or rented or loaned to any **insured**, or any other watercraft operated by any person in the course of his employment by any **insured**; but this exclusion (e) (3) does not apply to watercraft while ashore on **premises** owned by, rented to or controlled by the **named insured**;
(4) aircraft;

(over)

(f) to **bodily injury** or **property damage** arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the **named insured** by independent contractors, or acts or omissions of the **named insured** in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to **property damage** to
(1) property owned by, rented to or held for sale by the **insured**, or
(2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;
but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile**, or to such insurance as is afforded for the use of **elevators** at the **premises**;

(h) to **property damage** to **premises** alienated by the **named insured** arising out of such **premises** or any part thereof;

(i) 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**;

(j) to **property damage** to any of the **named insured's products** if such **property damage** results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to **property damage** 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;

(l) 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;

(m) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(n) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of **premises** used for such purposes, if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in above;

(o) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS

COVERAGE J—PREMISES MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of accident:

I. to or for each person who sustains **bodily injury** caused by accident, while **occupying** any **automobile** which is being used by any person who is an **insured** under the **bodily injury** liability coverage with respect to such use;

J. to or for each person who sustains **bodily injury**, caused by accident, and arising out of the ownership, maintenance or use of the **premises** for the purposes of a **garage**, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to **bodily injury** sustained by any employee of an **insured** under the **bodily injury** liability insurance arising out of and in the course of his employment by such **insured**;

(b) under the Premises Medical Payments Coverage, to **bodily injury** sustained by

(1) any person while **occupying** or through being struck by an **automobile** away from the **premises**;

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

(3) the **named insured**, or any partner therein or member thereof, or any employee of the **named insured** arising out of and in the course of his employment by the **named insured**;

(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the **named insured** or for any lessor of the **premises**;

(c) under the Premises Medical Payments Coverage, to **bodily injury** arising out of

(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion (c) (1) does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;

(2) structural alterations, new construction or demolition operations for the **named insured** by independent contractors or their subcontractors, or omissions or supervisory acts of the **insured** in connection therewith;

(d) under the Premises Medical Payments Coverage, to **bodily injury** 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 applies when the **named insured** is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, 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;

(f) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** sustained by an employee of any **garage**, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION

COVERAGE K-2—THEFT of the entire **automobile**

COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM

COVERAGE K-4—COLLISION OR UPSET

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of:

K-1. **loss** to an **automobile** caused by fire or explosion other than explosion of tires;

K-2. **loss** to an **automobile** caused by theft of the entire **automobile**;

K-3. **loss** to an **automobile** caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each **automobile** $25 shall be deducted from each **loss** caused by malicious mischief or vandalism;

K-4. **loss** to an **automobile** or other property of a kind customarily left in charge of a **garage** caused by collision of the **automobile** or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages because of each **loss**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such **automobile** or other property is in the custody of the **insured** for safekeeping, storage, service or repair

(1) at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the **insured's** business, or

(2) away from the **premises** if the **insured** is attending such **automobile** or property;

and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **loss**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the **insured** under any agreement to be responsible for **loss**;

(b) to an **automobile** or other property

(1) owned by or rented to

(i) the **named insured** or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,

(ii) an employee of the **named insured** or his spouse if a resident of the same household, unless the **automobile** or other property is in the custody of the **named insured** under an agreement for which a specific pecuniary charge has been made, or

(2) in the custody of the **named insured** for demonstration or sale;

(c) to **loss** by theft due to any fraudulent, dishonest or criminal act by the **named insured**, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to **loss** arising out of the use of any **elevator**, or any **automobile** servicing hoist designed to raise an entire **automobile**;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an **automobile**, out of which **loss** arises;

(f) to an **automobile** or other property while the **automobile** is 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** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to **loss** due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an **automobile**.

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:

(1) the **named insured**;

(2) with respect to **garage operations** other than the **automobile hazard**:

(a) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such,

(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(c) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,

(d) any person or organization having a financial interest in the **garage operations** of the **named insured**;

(3) with respect to the **automobile hazard**:

(a) any person while using, with the permission of the **named insured**, any **automobile** to which the insurance applies under the **automobile hazard**, 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 of an **automobile**, such person shall be an **insured** only if he is:

(i) a borrower of the **automobile**, or

(ii) a partner, member or employee of the **named insured** or of such borrower;

(b) 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) above.

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

(i) 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;

(ii) any person or organization, other than the **named insured** or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the **named insured**;

(iii) any person or organization, other than the **named insured**, with respect to any **automobile**

(a) owned by such person or organization or by a member (other than the **named insured**) of the same household, or

(b) possession of which has been transferred to another by the **named insured** pursuant to an agreement of sale;

(iv) any partner, member or employee of the **named insured** or the spouse of such person, with respect to **property damage** to property owned by, rented to or held for sale by the **named insured**, or property in the care, custody or control of or transported by the **named insured**.

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**.

B. Under the Garagekeepers' Legal Liability Coverages:

(a) the **named insured**;

(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(c) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such; and

(d) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury**, **property damage** or **loss**, (3) claims made or suits brought on account of **bodily injury**, **property damage** or **loss** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage G—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage H—Subject to the following paragraph, 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 schedule as applicable to "each **occurrence**".

With respect to **property damage** to any **automobile** arising out of work completed by or for the **named insured** upon such **automobile** or part thereof, $100 shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of **property damage** to such **automobile** as a result of any one **occurrence**, and the limit of the company's liability shall be the difference between such deducible amount and the limit of **Property Damage** Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

Coverages G and H—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**.

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for **loss** at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of **loss** there were at the location where the **loss** occurred **automobiles** of others in the custody of the **insured** in excess of the maximum number of **automobiles** indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such **automobiles** stated for such location bears to the number of **automobiles** at such location at the time the **loss** occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for **loss** to property of a kind customarily left in charge of a **garage**, other than **automobiles**, is $5,000, which sum is included in the applicable limit of liability for **loss** at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

VI. POLICY TERRITORY

This insurance applies only to **bodily injury**, **property damage** or **loss** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or **trailer**, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of **automobile** set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.

(1) the ownership, maintenance or use (including loading and unloading) of any **automobile** for the purpose of **garage operations**, and (2) the occasional use for other business purposes and the use for non-business purposes of any **automobile** owned by or in charge of the **named insured** and used principally in **garage operations**, and (3) the ownership, maintenance or use of any **automobile** owned by the **named insured** while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with **garage operations** of any **automobile** which is neither owned nor hired by the **named insured**, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an **automobile** sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the **premises** for the purposes of a **garage** and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

"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;

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

"premises" means **premises** where the **named insured** conducts **garage operations**, and includes the ways immediately adjoining but does not include any portion of such **premises** upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. **Limitation of Coverage Under Any Other Liability Insurance Part**

The insurance afforded under any other liability insurance made a part of this policy does not apply to **garage operations**, including the **automobile hazard**, for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**

The **insured's** duties in event of **loss** under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an **occurrence**, claim or suit. In the event of theft or larceny, the **insured** shall also promptly notify the police.

C. **Medical Reports; Proof and Payment of Claim—Coverages I and J**

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 such 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.

D. **Non-Applicability of Subrogation Condition**

The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

AUTHENTIC

GARAGE SCHEDULE - HAZARD II

Anchorage Tire Center, Anchorage, Alaska

Anchorage Auto Center, Anchorage, Alaska

Fairbanks Tire Center, Fairbanks, Alaska

Kenai Tire Center, Kenai, Alaska

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 *of the* PROVIDENCE WASHINGTON INSURANCE COMPANY.

Issued to Northern Commercial Company

Earl H. Jones *Agent*

FORM #31 5-51 PRINTED IN U.S.A.

Attachment #29

COVERAGE PART
For attachment to Policy No. CL 27 94 22, to complete said policy.

GARAGE INSURANCE

AL 9580
(Ed. 1-73)

SCHEDULE

Item 1: The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	Garage operations including Automobile Hazard 1	thousand dollars each person thousand dollars each occurrence	$
		Automobile Hazard 2		$
		Escalators		$
				$
	H—Property Damage Liability	Garage operations including Automobile Hazard 1	thousand dollars each occurrence subject to $100 deductible as set forth in Limits of Liability provision	$
		Automobile Hazard 2		$
		Escalators		$
				$
Expenses for Medical Services	I—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	dollars each person	$
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$ 1,166.00
	K-2—Theft of the entire automobile			$ 706.00
	K-3—Riot and Vandalism	Coverage K-3—$25 vandalism deductible		$ 591.00
	K-4—Collision or Upset	Coverage K-4—$ 250.00 deductible—Limit of liability includes $5000 limit for loss to property other than automobiles		$ 1,368.00
Form numbers of endorsements attached at issue				$
			Total Advance Premium	$ 3,831.00

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES _____ NAME—NUMBER OF SUCH AUTOMOBILES _____

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. No.	Address (Show main sales location, if any, as location No. 1)	Premium Basis: Class	Premium Basis: Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H
1		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX	Escalators Total No. at Premises	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX	Escalators Total No. at Premises	No. Insured		Per Landing $	$	$	$
XXX				$	$	$	$

Loc. No.	Garagekeepers' Legal Liability: Maximum No. of Customers' Automobiles Stored	Limit of Liability
1	As Per Schedule	thousand dollars
2		thousand dollars

Minimum Premiums: Coverage G	Coverage H	Coverage I	Coverage I & J
$	$	$	$

†Per Automobile

When used as a premium basis: Attachment #30
"**remuneration**" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum

"Class A" means all clerical office employees
"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an **automobile** owned by the **named insured**; and all salesmen, general managers, service managers and chauffeurs
"Class C" means all other employees.

I. GARAGE LIABILITY
COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE 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

G. **bodily injury** or
H. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of **garage operations**, including only the **automobile hazard** for which insurance is afforded as indicated in the schedule, and 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, 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, under the Garage Liability Coverages:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion 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;
(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
(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** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
  (1) any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
  (2) liability assumed by the **insured** under an **incidental contract**;
(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any
  (1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the **named insured** and not being delivered, demonstrated or tested,
  (2) **automobile**
    (i) 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, or
    (ii) while rented to others by the **named insured** unless to a salesman for use principally in the business of the **named insured**, or
    (iii) while being used by the **insured** as a public or livery conveyance or for carrying property for a charge;
  (3) watercraft owned or operated by or rented or loaned to any **insured**, or any other watercraft operated by any person in the course of his employment by any **insured**; but this exclusion (e) (3) does not apply to watercraft while ashore on **premises** owned by, rented to or controlled by the **named insured**;
  (4) aircraft;

(cont)

(f) to **bodily injury** or **property damage** arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the **named insured** by independent contractors, or acts or omissions of the **named insured** in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;
(g) to **property damage** to
  (1) property owned by, rented to or held for sale by the **insured**, or
  (2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;
  but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile**, or to such insurance as is afforded for the use of **elevators** at the **premises**;
(h) to **property damage** to **premises** alienated by the **named insured** arising out of such **premises** or any part thereof;
(i) 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**;
(j) to **property damage** to any of the **named insured's products** if such **property damage** results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;
(k) to **property damage** 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;
(l) 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;
(m) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  (1) liability assumed by the **insured** under an **incidental contract**, or
  (2) expenses for first aid under the Supplementary Payments provision;
(n) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
  (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  (2) if not so engaged, as an owner or lessor of **premises** used for such purposes, if such liability is imposed
    (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
    (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(o) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. **EXPENSES FOR MEDICAL SERVICES**
COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J—PREMISES MEDICAL PAYMENTS

The company will pay all reasonable **medical expense** incurred within one year from the date of accident:

I. to or for each person who sustains **bodily injury** caused by accident, while **occupying** any **automobile** which is being used by any person who is an **insured** under the **bodily injury** liability coverage with respect to such use;

J. to or for each person who sustains **bodily injury**, caused by accident, and arising out of the ownership, maintenance or use of the **premises** for the purposes of a **garage**, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to **bodily injury** sustained by any employee of an **insured** under the **bodily injury** liability insurance arising out of and in the course of his employment by such **insured**;

(b) under the Premises Medical Payments Coverage, to **bodily injury** sustained by
(1) any person while **occupying** or through being struck by an **automobile** away from the **premises**;
(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
(3) the **named insured**, or any partner therein or member thereof, or any employee of the **named insured** arising out of and in the course of his employment by the **named insured**;
(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the **named insured** or for any lessor of the **premises**;

(c) under the Premises Medical Payments Coverage, to **bodily injury** arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at **premises** owned, rented or controlled by the **named insured**; but this exclusion (c) (1) does not apply to an escalator at **premises** which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator;
(2) structural alterations, new construction or demolition operations for the **named insured** by independent contractors or their subcontractors, or omissions or supervisory acts of the **insured** in connection therewith;

(d) under the Premises Medical Payments Coverage, to **bodily injury** 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 applies when the **named insured** is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, 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;

(f) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** sustained by an employee of any **garage**, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. **GARAGEKEEPERS' LEGAL LIABILITY**
COVERAGE K-1—FIRE AND EXPLOSION
COVERAGE K-2—THEFT of the entire **automobile**
COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE K-4—COLLISION OR UPSET

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of:

K-1. **loss** to an **automobile** caused by fire or explosion other than explosion of tires;

K-2. **loss** to an **automobile** caused by theft of the entire **automobile**;

K-3. **loss** to an **automobile** caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each **automobile** $25 shall be deducted from each **loss** caused by malicious mischief or vandalism;

K-4. **loss** to an **automobile** or other property of a kind customarily left in charge of a **garage** caused by collision of the **automobile** or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages because of each **loss**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such **automobile** or other property is in the custody of the **insured** for safekeeping, storage, service or repair
(1) at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the **insured's** business, or
(2) away from the **premises** if the **insured** is attending such **automobile** or property;

and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **loss**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:
to liability of the **insured** under any agreement to be responsible for **loss**;
to an **automobile** or other property
(1) owned by or rented to
(i) the **named insured** or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
(ii) an employee of the **named insured** or his spouse if a resident of the same household, unless the **automobile** or other property is in the custody of the **named insured** under an agreement for which a specific pecuniary charge has been made, or
(2) in the custody of the **named insured** for demonstration or sale;

(c) to **loss** by theft due to any fraudulent, dishonest or criminal act by the **named insured**, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to **loss** arising out of the use of any **elevator**, or any **automobile** servicing hoist designed to raise an entire **automobile**;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an **automobile**, out of which **loss** arises;

(f) to an **automobile** or other property while the **automobile** is 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** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to **loss** due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an **automobile**.

IV. **PERSONS INSURED**

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:
(1) the **named insured**;
(2) with respect to **garage operations** other than the **automobile hazard**:
(a) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such,
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,
(d) any person or organization having a financial interest in the **garage operations** of the **named insured**;
(3) with respect to the **automobile hazard**:
(a) any person while using, with the permission of the **named insured**, any **automobile** to which the insurance applies under the **automobile hazard**, 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 of an **automobile**, such person shall be an **insured** only if he is:
(i) a borrower of the **automobile**, or
(ii) a partner, member or employee of the **named insured** or of such borrower;
(b) 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) above.

None of the following is an **insured**:
(i) 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;
(ii) any person or organization, other than the **named insured** or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the **named insured**;
(iii) any person or organization, other than the **named insured**, with respect to any **automobile**
(a) owned by such person or organization or by a member (other than the **named insured**) of the same household, or
(b) possession of which has been transferred to another by the **named insured** pursuant to an agreement of sale;
(iv) any partner, member or employee of the **named insured** or the spouse of such person, with respect to **property damage** to property owned by, rented to or held for sale by the **named insured**, or property in the care, custody or control of or transported by the **named insured**.

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**.

B. Under the Garagekeepers' Legal Liability Coverages:
(a) the **named insured**;
(b) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
(c) any employee, director or stockholder of the **named insured** while acting within the scope of his duties as such; and
(d) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. **LIMITS OF LIABILITY**

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury**, **property damage** or **loss**, (3) claims made or suits brought on account of **bodily injury**, **property damage** or **loss** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Coverage G—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, 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 schedule as applicable to "each **occurrence**".

Coverage H—Subject to the following paragraph, 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 schedule as applicable to "each **occurrence**".

With respect to **property damage** to any **automobile** arising out of work completed by or for the **named insured** upon such **automobile** or part thereof, $100 shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of **property damage** to such **automobile** as a result of any one **occurrence**, and the limit of the company's liability shall be the difference between such deductible amount and the limit of **Property Damage** Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

Coverages G and H—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**.

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for **loss** at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of **loss** there were at the location where the **loss** occurred **automobiles** of others in the custody of the **insured** in excess of the maximum number of **automobiles** indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such **automobiles** stated for such location bears to the number of **automobiles** at such location at the time the **loss** occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for **loss** to property of a kind customarily left in charge of a **garage**, other than **automobiles**, is $5,000, which sum is included in the applicable limit of liability for **loss** at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and 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 **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the **named insured** shall be adjusted at actual cost to him of labor and materials.

VI. **POLICY TERRITORY**

This insurance applies only to **bodily injury**, **property damage** or **loss** which occurs within the territory described in paragraph (1) or (2) of the definition of **policy territory**.

VII. **ADDITIONAL DEFINITIONS**

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

"automobile" means a land motor vehicle or **trailer**, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of **automobile** set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.
(1) the ownership, maintenance or use (including loading and unloading) of any **automobile** for the purpose of **garage operations**, and (2) the occasional use for other business purposes and the use for non-business purposes of any **automobile** owned by or in charge of the **named insured** and used principally in **garage operations**, and (3) the ownership, maintenance or use of any **automobile** owned by the **named insured** while furnished for the use of any person.

Automobile Hazard 2.
The use in connection with **garage operations** of any **automobile** which is neither owned nor hired by the **named insured**, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an **automobile** sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the **premises** for the purposes of a **garage** and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

"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;

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

"premises" means **premises** where the **named insured** conducts **garage operations**, and includes the ways immediately adjoining but does not include any portion of such **premises** upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. **ADDITIONAL CONDITIONS**

A. **Limitation of Coverage Under Any Other Liability Insurance Part**
The insurance afforded under any other liability insurance made a part of this policy does not apply to **garage operations**, including the **automobile hazard**, for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**
The **insured's** duties in event of **loss** under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an **occurrence**, claim or suit. In the event of theft or larceny, the **insured** shall also promptly notify the police.

C. **Medical Reports; Proof and Payment of Claim—Coverages I and J**
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 such 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.

D. **Non-Applicability of Subrogation Condition**
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

AUTHENTIC

GARAGEKEEPERS' LEGAL LIABILITY
LOCATION OF PERMISES ENDORSEMENT

		MAXIMUM NO. OF CUSTOMERS AUTOMOBILES STORES	LIMITS OF LIABILITY
1.	907 Riverside, Mt. Vernon, Wash	60	50,000.00
2.	111 E. Northern Lights Blvd. Anchorage, Alaska	300	150,000.00
3.	130-134 Washington Street Ketchikan, Alaska	60	50,000.00
4.	N/S 3rd Ave. between Turner & Barnett Fairbanks, Alaska	300	150,000.00
5.	Pacific Highway S., Chehalis, Wash.	180	100,000.00
6.	1415 Harbor Way, Juneau, Alaska	60	50,000.00
7.	Westside Campbell Station Road Anchorage, Alaska	300	150,000.00
8.	17025 West Valley Highway Tukwila, Wash.	300	150,000.00
9.	1 1/2 Mile North of Whitehorse, Y. T.	300	150,000.00
10.	Tire Center, Kenai, Alaska	300	150,000.00
11.	Steese Highway, Fairbanks, Alaska	300	150,000.00
12.	230-46 East 1st Street, Anchorage, Alaska	60	50,000.00

All other terms and conditions of this policy remain unchanged.

Attached to and forming part of Policy No. CL 27 94 22 *of the PROVIDENCE WASHINGTON INSURANCE COMPANY.*

Issued to Northern Commercial Company

Earl K. Jones *Agent*

FORM #31A 6-51
PRINTED IN U.S.A.

Attachment #31

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE SKN 003832

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

AUTOMOBILE

AL 6080
(Ed. 7-66)

A 6200

APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

This endorsement, effective 3/1/73 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY

Earl K. Jones
Authorized Representative

OWNER: D. L. Peterson Trust
Peterson, Howell & Heather, Inc.
PHH Leasing, Inc. & AFLC, Inc.
2701 North Cheales St.
Baltimore, Maryland

Description of Automobile:

All Vehicles titled in the name of D. L. Peterson Trust

With respect to the **hired automobile** described above or designated in the policy as subject to this endorsement, it is agreed that:

(1) The insurance applies as primary insurance.

(2) Subject otherwise to the Persons Insured provision, the insurance covers as an **insured** the owner, any lessee (of whom the **named insured** is a sub-lessee) and any agent or employee of such owner or lessee, but only while such **automobile** is used in the business of the **named insured** as stated in the declarations, or by or on behalf of the **named insured** for personal or pleasure purposes, and subparagraph (ii) of the Persons Insured provision is amended accordingly.

AUTHENTIC

Attachment #32

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

AUTOMOBILE

AL 6080
(Ed. 7-66)

A 6200

APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

This endorsement, effective 3/1/73 (12:01 A. M., standard time), forms a part of policy No. CL 27 94 22

issued to Northern Commercial Company

by PROVIDENCE WASHINGTON INSURANCE COMPANY

Earl H. Jones
Authorized Representative

Description of Automobile:
1972 Ford 1/2 Ton Pickup S#F10GCN12482
1972 Dodge Dart Coupe S#LL29C2B268539

OWNER: Service Leasing Co.

With respect to the **hired automobile** described above or designated in the policy as subject to this endorsement, it is agreed that:

(1) The insurance applies as primary insurance.

(2) Subject otherwise to the Persons Insured provision, the insurance covers as an **insured** the owner, any lessee (of whom the **named insured** is a sub-lessee) and any agent or employee of such owner or lessee, but only while such **automobile** is used in the business of the **named insured** as stated in the declarations, or by or on behalf of the **named insured** for personal or pleasure purposes, and subparagraph (ii) of the Persons Insured provision is amended accordingly.

AUTHENTIC

Attachment #33