





GL-99 48 43

GENERAL LIABILITY

GL- 99 48 43

Insurance is provided by the Stock Company designated by  
 and hereinafter called the Company.

THE HOME INSURANCE COMPANY  
Manchester, N.H.

CITY INSURANCE COMPANY  
Short Hills, N.J.

THE HOME INDEMNITY COMPANY  
Manchester, N.H.

THE HOME INSURANCE COMPANY OF ILLINOIS  
Chicago, Ill.

THE HOME INSURANCE COMPANY OF INDIANA  
Indianapolis, Ind.

PRODUCER

DECLARATIONS

Item 1.  Quaker State Oil Refining Corporation, Etal (See Endt.)  
255 Elm St., P O Box 989  
Oil City, PA 16301

Alexander & Alexander, Inc.  
Winston Salem, NC 27103

Item 2. Policy Period:  
From April 1, 1987 to April 1, 1988  
12:01 A.M., standard time at the address of the named insured as stated herein.

39182

055

Producer No.

OPC

5-26-87 ch/bc

The named insured is:

Individual  Partnership  Corporation

Joint Venture  Other:

Business of the named insured is: (ENTER BELOW)

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

Oil Refining

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 Parts	Form Number	†Advance Premiums
Comprehensive General Liability Insurance <input checked="" type="checkbox"/>	H21013	\$ 1,475,249
Premises Medical Payments Insurance		\$
Contractual Liability Insurance		\$
Completed Operations and Products Liability Insurance		\$
Manufacturers' and Contractors' Liability Insurance		\$
Owners', Landlords' and Tenants' Liability Insurance		\$
Personal Injury Liability Insurance		\$
Owner's and Contractor's Protective Liability Insurance		\$
Storekeeper's Insurance		\$
Other		\$
THIS POLICY DOES NOT PROVIDE COVERAGE FOR POLLUTION LIABILITY.		

If, Policy Period is more than one year premium is payable	Effective Date††	1st Anniversary††	2nd Anniversary††	TOTAL ADVANCE PREMIUM	\$ 1,475,249
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California Assessment \$167.50

Endorsements attached to policy  
See Attached H22300

Countersigned by

*John W. Hunt / scw*  
Authorized Representative

If the Policy Period is more than one year; †The premiums shown for Fixed Exposure hazards are the full three year premiums. Any premiums shown for Subject-To-Audit hazards are the annual deposit premiums. ††Any annual deposit premiums for Subject-To-Audit hazards are payable as of the effective date and each anniversary date, whether or not the remainder of premium is payable on installments.

**Absolute Pollution Exclusion**

GL 99 48 43

H36074 F  
Ed. 11-84

The undersigned authorized representative recognizes that this policy contains an absolute pollution exclusion and understands the terms of this exclusion which reads as follows:

**Pollution Exclusion**

It is agreed that exclusion (F) is replaced by the following:

(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.

**THIS POLICY DOES NOT PROVIDE COVERAGE FOR POLLUTION LIABILITY.**

ACCEPTED BY INSURED *J. T. Oll*

Named Insured

Quaker State Oil Refining Corporation, Etal

Signature and Title	Authorized Representative <i>John ...</i>	Date 9/14/87
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**Absolute Asbestos Exclusion Endorsement**

H 36613 F (4/86)

Policy Number	Named Insured	Effective Date
GL 99 48 43	Quaker State Oil Refining Corporation, Etal	4-1-87

It is agreed that this policy is amended by the addition of the following exclusion:

(1) You and we agree that, notwithstanding anything to the contrary contained in this policy, this insurance does not apply to any liability or alleged liability for any loss, claim or "suit" for "bodily injury", "property damage" or personal injury" or any cost or expense directly or indirectly caused by, arising out of, resulting from or attributable to asbestos, in whole or in part, including but not limited to any exposure to asbestos or any product or material containing asbestos or the existence of asbestos in any place or thing or in the atmosphere or environment.

(2) You and we further agree that we have no duty nor obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" seeking damages for liability or alleged liability excluded under paragraph (1) above.

I have read this endorsement and I understand and accept all of its terms.

X *R. Keefe*  
Signed \_\_\_\_\_ Title \_\_\_\_\_ Date 11-5-87  
Vice President/Treasurer

(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, the insured 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 hoist 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;

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 for 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.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

**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.

T. Bowring Woodbury II

Steven H. Newman

Waverly G. Smith

T. Bowring Woodbury, II  
Secretary

Steven H. Newman  
President  
of THE HOME INSURANCE  
COMPANY

Waverly G. Smith  
President  
of the Company identified in  
the Declarations other than THE  
HOME INSURANCE COMPANY

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
**(BROAD FORM)**

This endorsement modifies the provisions of this policy relating to **ALL GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN 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 by-product 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 (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

- The Home Insurance Company     City Insurance Company
- The Home Indemnity Company     The Home Insurance Company of Indiana

Policy Number GL 99 48 43	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-87

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## NAMED INSURED

- ✓1. Quaker State Oil Refining Corporation
- ✓2. Quaker State Development Corporation
- ✓3. Quaker State Development Company LTD
- ✓4. Quaker State Operating Company LTD
- ✓5. Quaker State Oil Limited
- ✓6. Quaker State Western Corporation
- ✓7. Truck-Lite Company, Inc.
- ✓8. Do-Ray Lamp Company, Inc.
- ✓9. Corn Brothers, Inc.
- ✓10. Chickering Oil & Supply Company
- ✓11. The Valley Camp Coal Company
- ✓12. The Valley Camp Coal Sales Company
- ✓13. Valley Camp of Utah, Inc.
- ✓14. Kanawha and Hocking Coal and Coke Company
- ✓15. Donaldson Mine Company
- ✓16. Kelley's Creek & Northwestern Railroad Company
- ✓17. Great Lakes Coal & Dock Company
- ✓18. Texstar Automotive Group, Inc.
- ✓19. Elm Grove Coal Company
- ✓20. Shrewsbury Coal Company
- ✓21. Quaker Oil Corporation
- ✓22. Quaker State Investment Corporation
- ✓23. The Helen Mining Company
- ✓24. Quaker State Oil Refining Corporation, B.V.
- ✓25. Davis Products, Inc.
- ✓26. Neighborhood Auto Parts, Inc.
- ✓27. Race Master Corporation
- ✓28. Grimes Oil Corporation
- ✓29. V. J. Oil Company

Signature of Authorized Representative



# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

- The Home Insurance Company     City Insurance Company      
 The Home Indemnity Company     The Home Insurance Company of Indiana

Policy Number <b>GL 99 48 43</b>	Certificate Number	Named Insured	
Producer			Producer No. - OPC
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement <b>4-1-87</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## ENDORSEMENTS ATTACHED TO POLICY

- |  |  |  |
|--|--|--|
| Bond Paper (2)<br>✓ H22300(11)<br>✓ Cycle Bill<br>✓ L6950<br>✓ L6126<br>L6312<br>✓ L9235<br>✓ H25585<br>✓ L6111<br>✓ H36074<br>✓ L9153<br>CG20231185<br>✓ H36613 NEW Wording<br>Absolute Asbestos<br>Exclusion | ✓ L9109<br>✓ L9115<br>✓ L6131<br>✓ L6108<br>✓ L9451<br>✓ GU206(5)<br>✓ H35026<br>✓ L6143<br>✓ L6139<br>✓ GU220<br>✓ IL0257AK - Amend End (Canc)<br>✓ L6177 - new - Amend End (BI)<br>GU201 | H36004<br>GL0247 - GL0207-??<br>✓ L6123<br>✓ L6133<br>✓ L9114<br>✓ GU9220<br>✓ L6944<br>✓ L6157<br>✓ L6134<br>✓ IL0018 Prejudgement Interest (New)<br>✓ L6178 (New) BI to Employees<br>✓ IL0238 LA - Amending End - cancellation<br>✓ IL0241 (New) CR - Amend End - cancellation |
|--|--|--|

Signature of Authorized Representative



# Non-Premium Endorsement

Date Prepared 5-26-87	Endorsement No.
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Issued by

- The Home Insurance Company     City Insurance Company      
 The Home Indemnity Company     The Home Insurance Company of Indiana

Policy Number GL 99 48 43	Certificate Number	Named Insured
Producer		Producer No. - OPC
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)
		Effective Date and Time of Endorsement 4-1-87

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## COMPOSITE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that the premium for the policy to which this endorsement is attached shall be computed upon a composite basis in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums and the other terms of the policy not inconsistent herewith:

When used as a premium Basis: Payroll - Per \$100

The word Payroll means the amount paid as a remuneration to the Named Insured's employees used as a basis of premium under all Workers Compensation policies.

<u>COVERAGE</u>	<u>PAYROLL</u>	<u>COMPOSITE RATE</u> BI & PD	<u>PREMIUM</u> BI & PD
General Liability	111,213,072 ✓	S .536553	596,717 ✓
		NS Flat	450,000
		S Flat	450,000
		NS Flat	278,532
		<b>Total</b>	<b>\$1,475,249</b>

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as stated above.

Signature of Authorized Representative





COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GL 99 48 43 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)

Interest 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			
					Each occurrence		Aggregate	
A—Bodily Injury Liability					\$See Endt.	.000	\$	.000
B—Property Damage Liability					\$L6108	.000	\$	.000
Description of Hazards and Subline	Terr. Code	Class Code	P. B. Code	Exposure Basis	Rates		Advance Premiums	
					B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations  Included Under Composite Rate Endorsement							1,475,249	Incl.
Escalators (Number at Premises)								
Independent Contractors - Subline 315  If Any - Included Under Composite Rate Endorsement								Incl. Incl.
Completed Operations - Products Subline 316  Included Under Composite Rate Endorsement								Incl. Incl.
Form numbers of endorsements at issue					TOTALS		\$1,475,249	\$ Incl.

Total Advance Premium \$4,475,249

**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.

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

L6103  
(Ed.3-81)

GL 99 17 (Ed. 03 81)

**Amendment - Limits Of Liability**

**(Single Limit)**

**(Individual Coverage Aggregate Limit)**

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

**CONTRACTUAL LIABILITY INSURANCE**

**MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**

**OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE**

**OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective **4-1-87** ✓, forms a part of policy No. **GL 99 48 43**  
(12:01 A.M., standard time)

issued to  
by

Authorized Representative

**SCHEDULE**

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 4,000,000 ✓ each occurrence
	\$ 4,000,000 ✓ aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

**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:

**Bodily Injury Liability and Property Damage Liability:**

a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits 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 limit shall not increase the total limit of the company's liability.

b) Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement 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) if Products - Completed Operations Insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;

4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;

ii) to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and

iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.

c) 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 condition shall be considered as arising out of one occurrence.



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

### ENDORSEMENT

GU 206  
(Ed. 6-78)

This endorsement, effective on 4-1-87 at 12:01 A.M. standard time, forms a part of

Policy No. GL 99 48 43 of the

(NAME OF INSURANCE COMPANY)

Issued to

By

\_\_\_\_\_  
Authorized Representative

#### ELIMINATION OF PREMISES ALIENATED EXCLUSION

It is hereby agreed that exclusion (L) of the Comprehensive General Liability Coverage Part H21013F is deleted.

It is further agreed that the limit of liability for Coverage provided by this endorsement is \$1,000,000 per occurrence.

UNIFORM PRINTING  
AND SUPPLY DIVISION

GU 206  
(Ed. 6-78) ✓

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

### ENDORSEMENT

GU 206  
(Ed. 6-78)

This endorsement, effective on **4-1-87** at 12:01 A.M. standard time, forms a part of

Policy No. **GL 99 48 43** of the

(NAME OF INSURANCE COMPANY)

Issued to

By

\_\_\_\_\_  
Authorized Representative

It is understood and agreed Exclusion Q1, Q2 and Q3 of the Comprehensive General Liability Coverage Part is eliminated.

UNIFORM PRINTING  
AND SUPPLY DIVISION

GU 206  
(Ed. 6-78) ✓

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

### ENDORSEMENT

GU 206  
(Ed. 6-78)

This endorsement, effective on 4-1-87 at 12:01 A.M. standard time, forms a part of

Policy No. GL 99 48 43 of the

(NAME OF INSURANCE COMPANY)

Issued to

By

\_\_\_\_\_  
Authorized Representative

#### BROAD KNOWLEDGE OF ACCIDENT OR OCCURRENCE

It is agreed that knowledge of an accident by an agent, servant or employee of the insured shall not in itself constitute knowledge by the insured, unless the insured's executive officer, insurance manager, or designee shall have received such notice from his agent, servant or employee.

UNIFORM PRINTING  
DIVISION  
OF THE  
INSURANCE  
AND SUPPLY DIVISION

GU 206  
(Ed. 6-78) ✓

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

### ENDORSEMENT

GU 206  
(Ed. 6-78)

This endorsement, effective on 4-1-87 at 12:01 A.M. standard time, forms a part of

Policy No. GL 99 48 43 of the

(NAME OF INSURANCE COMPANY)

Issued to

By

\_\_\_\_\_  
Authorized Representative

The Company hereby agrees to waiver of subrogation as required of the Named Insured and agreed to in writing prior to the loss.

UNIFORM PRINTING  
AND SUPPLY DIVISION

GU 206  
(Ed. 6-78)

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

## ENDORSEMENT

GU 206  
(Ed. 6-78)

This endorsement, effective on 4-1-87 at 12:01 A.M. standard time, forms a part of

Policy No. GL 99 48 43 of the

(NAME OF INSURANCE COMPANY)

Issued to

By

\_\_\_\_\_  
Authorized Representative

**"Named Insured" means the organization including any subsidiary thereof named in Item One of the Declarations and also, includes any other subsidiary company which is acquired or formed by the Named Insured during the policy period and over which the Named Insured maintains over 50% ownership or financial control.**

UNIFORM PRINTING  
DIVISION

GU 206  
(Ed. 6-78)

EXCLUSION

(Malpractice and Professional Services)

(Form C)

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**

This endorsement, effective

4-1-87

(12:01 A. M., standard time)

, forms a part of policy No. GL 99 48 43

issued to

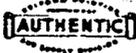
by

Authorized Representative

Description of Operations:

All Operations

It is agreed that with respect to any operation described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any professional service.



*Please delete*

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

Liability

L611  
(Ed. 5-81)

GL 04 04 (Ed. 05 81)

**Broad Form Comprehensive General Liability Endorsement**

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43

(12:01 A.M., standard time)

issued to

by

Authorized Representative

**SCHEDULE**

**Personal Injury and Advertising Injury Liability**

Aggregate limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ \_\_\_\_\_ Aggregate

**Limit of Liability - Premises Medical Payments Coverage:**

\$1,000 each person unless otherwise indicated herein \$ \_\_\_\_\_ each person.

**Limit of Liability - Fire Legal Liability Coverage:**

\$50,000 per occurrence unless otherwise indicated herein: \$ 100,000 per occurrence.

**Advance Premium Premium Basis**

\$ Incl. in Composite Rate \_\_\_\_\_ % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED

\$ MINIMUM PREMIUM

**I. CONTRACTUAL LIABILITY COVERAGE**

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including



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

(b) supervisory, inspection or engineering services;

(3) 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

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) 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;

(4) 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;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

#### 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.

## II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such

injury, 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.

(B) This insurance does not apply:

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

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

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising 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 the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or



(1) arising out of any  
act committed by the insured with  
actual malice.

### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;

2. wrongful entry or eviction or other invasion of the right of private occupancy;

3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

### III. PREMISES MEDICAL PAYMENTS COVERAGE

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

This insurance does not apply:

(A) to bodily injury

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

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

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

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

(2) arising out of,

(a) 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

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

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

(ii) operated by any person in the course of his employment by any insured;

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

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

(b) 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 the insured premises;

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

(B) to bodily injury

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

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing



ing the size of ( moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

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

(b) to a minor,

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

(d) 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 (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) 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) to bodily injury

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

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

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

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

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to a 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.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy and applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

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

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

#### ADDITIONAL CONDITION

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 physician 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 service and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the

business of distributing, selling or serving alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage - Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage - Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereof by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

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

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

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of



the services described under VII (A) and (B) above.

### VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

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

(b) to Premises Medical Payments Coverage.

### X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse - Partnership - If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee - Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

*to be amended to include Director, District Manager & Promoters (see endorsement)*

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or if the named insured is a partner or member thereof, or the spouse of any of the foregoing;

(3) 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 another employee of the named insured, or by the named insured or if the named insured is a partner or member thereof or by the spouse of any of the foregoing.

### XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes an intentional act by or at the direction of the insured which results in bodily injury if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

### XII. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as name insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage personal injury or advertising injury with respect to which such new organization under this policy is also an insured under another similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.



# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

- The Home Insurance Company     City Insurance Company      
 The Home Indemnity Company     The Home Insurance Company  
of Indiana

Policy Number <b>GL 99 48 43</b>	Certificate Number	Named Insured	
Producer	Producer No. - OPC		
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement <b>4-1-87</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

**Under Broad Form Comprehensive General Liability Endorsement L6111 the following apply:**

**Item II - Personal Injury and Advertising Injury Liability Coverage - (B) (1) is hereby eliminated.**

**Item X - Additional Persons Insured - (B) (1) amended to include the words, "except as respects Officers, Directors, Department Heads and Location Managers only."**

\_\_\_\_\_  
Signature of Authorized Representative



# Non-Premium Endorsement

Date Prepared

5-26-87

Endorsement No.

Issued by

 The Home Insurance Company City Insurance Company The Home Indemnity Company The Home Insurance Company of Indiana

Policy Number

GL 99 48 43

Certificate Number

Named Insured

Producer

Producer No. - OPC

Policy Period:

Inception (Month-Day-Year)

Expiration (Month-Day-Year)

Effective Date and Time of Endorsement

4-1-87

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby agreed that such coverage as is provided under The Stop Gap Endorsement (Employers' Liability Coverage) Form H25585(F) does not apply to any exposure of any nature in connection with mining operations at the following Named locations or subsequent acquired locations by or for any of the Named Insured as described or included under the Broad Form Named Insured Endorsement.

## NAMED LOCATIONS

- ✓ Helen Mining Co.  
Homer City, PA
- ✓ Donaldson Mine Co.  
Valley Camp No. 12A
- ✓ Donaldson Mine Co.  
Shrewsbury, W. VA
- ✓ Donaldson Mine Co.  
Valley Camp No. 15A
- ✓ Donaldson Mine Co.  
Prep Plant
- ✓ Valley Camp of Utah  
Scofield Route  
Helper, Utah
- ✓ Belina Creek No. 1  
Clear Creek, Utah
- ✓ Elm Grove Coal Co.  
Triadelphia, W. VA

## NAMED LOCATIONS

- ✓ Kanawha and Hocking Coal and Coke Company  
Triadelphia, W. VA
- ✓ Shrewsbury Coal Co.  
Witcher Creek W. VA
- ✓ Shrewsbury Coal Co.  
Shrewsbury, W. VA
- ✓ Shrewsbury Coal Co.  
Valley Camp No. 6-A
- ✓ Shrewsbury Coal Co.  
Valley Camp No. 6B
- ✓ Shrewsbury Coal Co.  
Valley Camp No. 45
- ✓ Belina Creek No. 2  
Clear Creek, Utah

Signature of Authorized Representative



# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

The Home Insurance Company

City Insurance Company

The Home Indemnity Company

The Home Insurance Company  
of Indiana

Policy Number

GL 99 48 43

Certificate Number

Named Insured

Producer

Producer No. - OPC

Policy Period:

Inception (Month-Day-Year)

Expiration (Month-Day-Year)

Effective Date and Time of Endorsement

4-1-87

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## NOTICE OF CANCELLATION

It is agreed that no limitation or cancellation of this policy shall become effective until the number of days' written notice specified in Item #2 of the Schedule shall have been mailed to the person or organization designated in Item #1 of the Schedule at the address there designated.

### Schedule

1. NAME:

Office of Secretary of State  
State of Illinois

ADDRESS:

5401 N. Elston Ave.  
Chicago, IL 60630

2. NUMBER OF  
DAYS NOTICE:

10 Days

\_\_\_\_\_  
Signature of Authorized Representative



I. DEFINITIONS:

1. The definition of "Incidental Contract" is extended to include any written contract or agreement relating to the conduct of the Named Insured's business and any such oral contract or agreement.

Provision 1. (A) of the Broad Form Comprehensive General Liability Endorsement is deleted.

2. Except with respect to Medical Payments Coverage, the definition of "Policy Territory" is replaced by the following:

POLICY TERRITORY: This insurance applies to Bodily Injury incidental medical malpractice injury, property damage, advertising injury or personal injury which takes place anywhere, provided that if claim is made or suit is brought elsewhere than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case which the company elects not to investigate, settle or defend, the insured, under the supervision of the Company, shall make or cause to be made such investigation and defenses as are reasonably necessary and subject or prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the Insured deem prudent. The Company shall reimburse the Insured for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements.

3. Provision IX Limited Worldwide Liability Coverage of the Broad Form Comprehensive General Liability Endorsement is deleted.
4. Occurrence under XI - Extended Bodily Injury Coverage is amended to include Property Damage.

II. EXCLUSIONS:

1. The following Exclusions are added:

This insurance does not apply to:

(A) Any injury or damage arising out of the ownership, maintenance or use of premises located outside the United States of America, its territories or possessions or Canada, or arising out of

- (1) Operations, including operations involving automobiles, incidental to the ownership, maintenance or use of such premises or

(7) Goods or products manufactured or distributed on or from such premises.

### III. PERSONS INSURED

Joint Ventures. The "Persons Insured" provisions are amended to include as an Insured:

- (1) The Named Insured with respect to the Named Insured's Interest in any joint venture or partnership, and
- (2) Any other member of a joint venture or partnership, but only to such an extent (subject to all other provisions of this policy) as the Named Insured has agreed prior to loss to provide insurance for such interest.

Such insurance as is provided by this provision shall be excess over any other valid and collectible insurance available to the Insured.

### IV. CONDITIONS

1. Insureds duties in the event of occurrence, claim or suit. The following provision is added:

Notice shall be deemed given as soon as practicable, as respects the Named Insured, if given within thirty days after the Insurance Manager of the Named Insured becomes aware of such injury or damage.

2. Cancellation. Condition II is amended by replacing the second sentence thereof with the following:

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 90 days thereafter, such cancellation shall be effective, except for non-payment of premium, the company shall mail 10 days written notice.

3. Other insurance, Non-Owned Watercraft. Where the insured is, irrespective of coverage under this insurance, covered or protected against any loss or claim which would otherwise have been paid by the Company under this insurance, there shall be participation by this Company on the basis of excess of 2 Million of primary insurance.

**STOP GAP ENDORSEMENT  
(EMPLOYERS' LIABILITY COVERAGE)**



COMPREHENSIVE GENERAL LIABILITY INSURANCE - MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE - OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE - MULTI-PERIL INSURANCE - FARM AND RANCH INSURANCE

ISSUED BY TYPE IN FULL NAME OF INSURING COMPANY

**The Home Indemnity Co.**

POLICY NUMBER <b>GL 59 48 43</b>		NAMED INSURED <b>Quaker State Oil Refining Corporation, Etal</b>	
POLICY INCEPTION <b>4-1-87</b>		POLICY EXPIRATION <b>4-1-88</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-87</b>		DATE PREPARED <b>5-26-87 clh</b>	
PRODUCER <b>Alexander &amp; Alexander, Inc.</b>		PRODUCER NO. - OPC <b>39182-055</b>	

**SCHEDULE**

Limits of Liability \$ **1,000,000** Each Person \$ **1,000,000** Each Occurrence

CLASSIFICATION OF OPERATIONS (ON WHICH RATE IS BASED)	CODE #	ESTIMATED TOTAL ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
<b>All Operations except Mining Operations</b>	<b>99990</b>	<b>If Any</b>	<b>Included in composite Rate</b>	
MINIMUM PREMIUM	DEPOSIT PREMIUM	TOTAL ESTIMATED ANNUAL PREMIUM		
\$	\$	\$ <b>Included</b>		

- Declaration.** The named insured, if subject to the following acts, declares that he has complied with the provisions of all Workmen's Compensation or Industrial Insurance acts, laws, statutes or codes of the State of            with respect to all employees of the insured subject to the compulsory provisions and, if applicable, the elective adoption provisions of such acts, laws, statutes or codes, and
  - thereby has insured payment of all required Compensation and Medical benefits to any such employee injured in the course of his employment;
  - has obligated himself to report the number of "workmen hours" or other required basis of premium developed by all such employees, to the department, commission or board as prescribed by said acts, laws, statutes or codes.
- Insuring Agreement.** It is agreed that if any such employee sustains bodily injury in the course of or arising out of his employment, this endorsement shall cover the legal liability of the named insured for such bodily injury, including disease or death resulting therefrom and the company shall defend any suit alleging such bodily injury, disease or death and seeking damages which are payable under the terms of this insurance, 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.

\*State Fund States

(Continued on Reverse Side)

SIGNATURE OF AUTHORIZED REPRESENTATIVE	ADDITIONAL PREMIUM	RETURN PREMIUM
DATE SIGNED	PRO RATA OF	PRO RATA OR SHORT RATE OF
	\$	\$

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE		ANNIVERSARY DATE		ANNIVERSARY DATE		ANNIVERSARY DATE		*TOTAL
	Month	Yr.	Month	Yr.	Month	Yr.	Month	Yr.	
<input type="checkbox"/> ADD'L PREMIUM									
<input type="checkbox"/> RETURN PREMIUM									
REVISED INSTALLMENTS	X								*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

**3. Exclusions.** This endorsement does not apply to:

- (a) any liability assumed by the named insured under any contract or agreement;
- (b) bodily injury, disease or death suffered by a master or member of a crew of any vessel or by any employee of the named insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act or the Federal Employees Liability Act;
- (c) bodily injury, disease or death suffered by any person (1) knowingly employed by the named insured in violation of any law as to age, or (2) under the age of 14 years regardless of any such laws except agricultural employees; subject to the acts designated in 1 above;
- (d) 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;
- (e) aircraft operation or the performance of any duty in connection with aircraft while in flight;
- (f) any premium, assessment, penalty, fine, benefits, or other obligation imposed by any workmen's compensation, unemployment compensation or disability benefits law or under any similar law;
- (g) any claim for bodily injury, disease or death with respect to which the named insured is deprived of any defense or defenses, or is otherwise subject to penalty because of default in premium payment under or any other failure to comply with the provisions of any act, law, statute or code described in the declaration above.
- (h) any injury sustained because of any act committed intentionally by or at the direction of the named insured and, if the named insured is a corporation or partnership, by any executive officer, director, stockholder or partner thereof.

None of the exclusions of the policy to which this endorsement is attached apply to the insurance afforded by this endorsement except exclusions and definitions applicable to the hazards of nuclear energy and other hazards related thereto.

Exclusions (f) and (h) shall not exclude coverage for the legal liability of the named insured other than benefits or compensation provided for under any workmen's compensation act, resulting from the deliberate intentional act of an employee or agent (other than an executive officer, director, stockholder or partner) to produce bodily injury or death to another named employee when such act is committed within the scope of employment.

**4. Limits of Liability and Remuneration Basis.** Regardless of the number of (1) insureds under this policy, (2) persons who sustain bodily injury, or (3) claims made or suits brought on account of bodily injury, the company's liability is limited as follows:

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 liability stated in the schedule as applicable to "each occurrence".

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the case, laws, statutes or codes above named.

**5. Endorsement Period.** This endorsement applies only to accidents or occurrences happening on and after the effective date hereof and during the policy period.

**6. Policy Provisions.** None of the insuring agreements, conditions, provisions or other terms of the policy to which this endorsement is attached apply to this insurance, except the following agreements, definitions, and conditions: "bodily injury," "damages," "occurrence," "Supplementary Payments," and those conditions applying to Bodily Injury Liability, with the exception of "Financial Responsibility Laws."

**Additional Condition**

**Severability of Interests.** The insurance afforded by this endorsement applies separately to each named insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

Amendatory Stop Gap Endorsement - West Virginia

It is agreed that:

1. Exclusion (h) of the Stop Gap Endorsement does not apply to any injury in the state of West Virginia unless injury is sustained as a result of:
  - a. assault and battery, or
  - b. an act which results in an indictment under the criminal code of the United States of America, the state of West Virginia or any of its political subdivisions, even if such indictment is subsequently dismissed or results in a "not guilty" verdict.
  
2. With respect to the insurance afforded by Paragraph 1 of this endorsement,
  - a. Supplementary Payments do not apply.
  - b. In Item 4 of the Stop Gap Endorsement, reference to "damages" is amended to read "damages and claim expenses", and the following paragraph is added:

All claim expenses shall first be subtracted from the limits of liability with the remainder, if any, being the amount available to pay as damages. If the limits of liability hereunder are exhausted prior to settlement or judgment of any pending claim or suit, the company shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the insured.

- c. "Claim expenses" means (1) fees charged by an attorney or arbitrator designated by the company, and (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense of a claim, arbitration or suit, arising in connection therewith if incurred by the company, but "claims expenses" does not include salary charges of regular employees or officials of the company.

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

Liability

L945  
(Ed.1-73)

G115

ISO G115

Additional Insured

(Owners or Lessees)

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**

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

\_\_\_\_\_  
Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured the person or organization named below but only with respect to liability arising out of operations performed for such insured by or on behalf of the named insured.
2. The applicable limit of the company's liability for the insurance afforded under the Contractual Liability Insurance Coverage Part forming a part of this policy shall be reduced by any amount paid as damages under this endorsement in behalf of the person or organization named below.

Name of Person or Organization  
(Additional Insured)

Any person or organization to whom one of the Named Insureds has provided during the policy period written evidence that such person or organization is included as an additional Insured under this endorsement.



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

LIABILITY

GL 20 16 (Ed. 07 66)  
G 114

L 9115a  
(Ed. 7-66)

**ADDITIONAL INSURED**  
(Vendors—Limited Form)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE**  
**COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

This endorsement, effective **4-1-87**, forms a part of policy No. **GL 99 48 43**  
(12:01 A. M., standard time)

issued to

by

Authorized Representative

**SCHEDULE**

Name of Vendor(s)

Description of Product(s)

**Lawson's Inc.**  
**210 Broadway East**  
**Cuyahoga Falls, OH 44222**

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated above (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products designated above subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty, or any distribution or sale for a purpose, unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any act of the vendor which changes the condition of the products,
    - (ii) any failure to maintain the product in merchantable condition,
    - (iii) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
  - (c) bodily injury or property damage occurring within the vendor's premises.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.



## ADDITIONAL INSURED

(Vendors—Broad Form)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE**  
**COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

This endorsement, effective

4-1-87  
(12:01 A. M., standard time)

, forms a part of policy No. GL 99 48 43

issued to

by

Authorized Representative

## SCHEDULE

Name of Vendor(s)

Sears Roebuck and Company  
 Sears Tower  
 Chicago, IL 60684

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated above therein referred to as "vendor", as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
    - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient part or container, entering into, accompanying or containing such products.

[AUTHENTIC]

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

Liability

L910  
(Ed.7-66)

6 109

**Additional Insured**

**(Premises Leased to the Named Insured)**

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 4-1-87, forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

\_\_\_\_\_  
Authorized Representative

Schedule

**Premiums**

**Bodily  
Injury  
Liability**

**Property  
Damage  
Liability**

**Designation of Premises  
(Part Leased to  
Named Insured)**

**Name of Person  
or Organization  
(Additional Insured)**

Included in  
Composite Rates

All Premises Leased to the  
Named Insured by the  
Additional Insured

Any person or organization  
to whom one of the Named  
Insureds has provided during  
the policy period written  
evidence that such person or  
organization is included as

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

an additional insured under  
this endorsement.

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.



# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

The Home Insurance Company

City Insurance Company

The Home Indemnity Company

The Home Insurance Company of Indiana

Policy Number

GL 99 48 43

Certificate Number

Named Insured

Producer

Producer No. - OPC

Policy Period:

Inception (Month-Day-Year)

Expiration (Month-Day-Year)

Effective Date and Time of Endorsement

4-1-87

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## BROAD NOTICE OF ACCIDENT OR OCCURRENCE

It is agreed that failure of any agent, servant or employee of the insured other than an officer or Insurance Manager of the insured to notify the company of any such accident of which he has knowledge shall not invalidate the insurance afforded by this policy as respects the Named Insured.

It is further agreed that where the insured reports the occurrence of any accident to the Worker's Compensation carrier insuring their Workers Compensation insurance which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such accident to the company at the time of occurrence shall not be deemed in violation of the Policy Conditions entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" upon the distinct understanding and agreement, however, that the insured must, just as soon as they are definitely made aware of the fact that the particular occurrence is a claim under this policy, shall give immediate notification of the aforesaid occurrence to this company.

\_\_\_\_\_  
Signature of Authorized Representative



LIABILITY

L 6950d  
(Ed. 10-69)

**PREMIUM DISCOUNT ENDORSEMENT - TEXAS**  
(General Liability Insurance)

This endorsement, effective

4-1-87  
(12:01 A. M., standard time)

, forms a part of policy No. GL 99 48 43

issued to

by

\_\_\_\_\_  
Authorized Representative

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.

2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. **Premium Discount—Texas.**

(a) **For policy periods of one year or less—**The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)"

(b) **For policy periods of more than one year—**The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.

(c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **Table of Texas Premium Discount Percentages (see reverse)**

5. 

	Policy Numbers	Estimated Standard Premium
--	----------------	----------------------------

**Included Under Composite Rates**

Total

Applicable premium discount percentage based on total estimated advance standard premium:

%



TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES  
(General Liability)

Total Standard Premium* (1)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium* (1)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium* (1)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium* (1)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium* (1)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)
\$1,000	0.0%	\$2,543	4.6%	\$ 7,561	9.2%	\$30,000	13.8%	\$59,053	18.4%
1,007	0.1	2,632	4.7	7,686	9.3	30,325	13.9	60,323	18.5
1,021	0.2	2,728	4.8	7,816	9.4	30,656	14.0	61,649	18.6
1,035	0.3	2,831	4.9	7,949	9.5	30,995	14.1	63,034	18.7
1,049	0.4	2,942	5.0	8,087	9.6	31,341	14.2	64,483	18.8
1,064	0.5	3,062	5.1	8,231	9.7	31,695	14.3	66,000	18.9
1,080	0.6	3,192	5.2	8,379	9.8	32,058	14.4	67,591	19.0
1,095	0.7	3,334	5.3	8,533	9.9	32,428	14.5	69,260	19.1
1,112	0.8	3,489	5.4	8,692	10.0	32,808	14.6	71,013	19.2
1,128	0.9	3,659	5.5	8,858	10.1	33,196	14.7	72,858	19.3
1,146	1.0	3,847	5.6	9,030	10.2	33,593	14.8	74,800	19.4
1,163	1.1	4,055	5.7	9,208	10.3	34,000	14.9	76,850	19.5
1,182	1.2	4,286	5.8	9,394	10.4	34,418	15.0	79,015	19.6
1,200	1.3	4,546	5.9	9,588	10.5	34,845	15.1	81,305	19.7
1,220	1.4	4,839	6.0	9,790	10.6	35,284	15.2	83,732	19.8
1,240	1.5	5,028	6.1	10,000	10.7	35,733	15.3	86,308	19.9
1,261	1.6	5,082	6.2	10,220	10.8	36,194	15.4	89,048	20.0
1,283	1.7	5,139	6.3	10,450	10.9	36,667	15.5	91,968	20.1
1,305	1.8	5,196	6.4	10,690	11.0	37,153	15.6	95,085	20.2
1,328	1.9	5,255	6.5	10,942	11.1	37,652	15.7	98,422	20.3
1,352	2.0	5,315	6.6	11,205	11.2	38,164	15.8	102,000	20.4
1,377	2.1	5,376	6.7	11,482	11.3	38,690	15.9	105,850	20.5
1,402	2.2	5,439	6.8	11,773	11.4	39,231	16.0	110,000	20.6
1,429	2.3	5,503	6.9	12,078	11.5	39,788	16.1	114,490	20.7
1,457	2.4	5,569	7.0	12,400	11.6	40,360	16.2	119,362	20.8
1,486	2.5	5,637	7.1	12,740	11.7	40,949	16.3	124,667	20.9
1,516	2.6	5,706	7.2	13,099	11.8	41,556	16.4	130,466	21.0
1,547	2.7	5,777	7.3	13,479	11.9	42,181	16.5	136,830	21.1
1,579	2.8	5,850	7.4	13,881	12.0	42,825	16.6	143,847	21.2
1,613	2.9	5,924	7.5	14,308	12.1	43,489	16.7	151,622	21.3
1,649	3.0	6,000	7.6	14,762	12.2	44,174	16.8	160,286	21.4
1,686	3.1	6,079	7.7	15,246	12.3	44,880	16.9	170,000	21.5
1,725	3.2	6,159	7.8	15,763	12.4	45,610	17.0	180,968	21.6
1,765	3.3	6,242	7.9	16,316	12.5	46,364	17.1	193,449	21.7
1,808	3.4	6,327	8.0	16,910	12.6	47,143	17.2	207,778	21.8
1,852	3.5	6,414	8.1	17,548	12.7	47,949	17.3	224,400	21.9
1,899	3.6	6,504	8.2	18,236	12.8	48,783	17.4	243,913	22.0
1,949	3.7	6,596	8.3	18,980	12.9	49,647	17.5	267,143	22.1
2,000	3.8	6,691	8.4	19,788	13.0	50,541	17.6	295,263	22.2
2,055	3.9	6,789	8.5	20,667	13.1	51,468	17.7	330,000	22.3
2,113	4.0	6,889	8.6	21,628	13.2	52,430	17.8	374,000	22.4
2,174	4.1	6,993	8.7	22,683	13.3	53,429	17.9	431,538	22.5
2,239	4.2	7,100	8.8	23,847	13.4	54,467	18.0	500,000	22.5
2,308	4.3	7,210	8.9	25,136	13.5	55,545	18.1	Over	
2,381	4.4	7,323	9.0	26,572	13.6	56,667	18.2	500,000	See Note
2,460	4.5	7,440	9.1	28,182	13.7	57,836	18.3		

\*For premium not shown use the value for the next lower premium stated in the table.

NOTE: If the Total Standard Premium is \$500,000 or over, the premium discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

# Non-Premium Endorsement

Case Prepared  
5-26-87

Endorsement No.

Issued by

- The Home Insurance Company     City Insurance Company      
 The Home Indemnity Company     The Home Insurance Company of Indiana

Policy Number <b>GL 99 48 43</b>	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
<b>Policy Period:</b>	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement <b>4-1-87</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## BLACK LUNG EXCLUSION

It is understood and agreed that the Stop Gap Endorsement H25585F on this policy shall not cover liability for Pneumoconiosis or Black Lung as provided by the Black Lung Benefits Act which arises out of coal mine employment. Coal mine employment shall mean any person employed in or around a mine site, whose tasks are performed prior to the entry of coal into the stream of commerce, such tasks being the subterranean or surface extraction of coal, the preparation of coal, the transportation of coal and coal mine maintenance and construction.

\_\_\_\_\_  
Signature of Authorized Representative



# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

- The Home Insurance Company     City Insurance Company
- The Home Indemnity Company     The Home Insurance Company of Indiana

Policy Number - <b>GL 99 48 43</b>	Certificate Number	Named Insured	
Producer			Producer No. - OPC
<b>Policy Period:</b>	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement <b>4-1-87</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

### UNINTENTIONAL ERRORS OR OMISSIONS

Failure of the Insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insurer with respect to the coverage afforded by this policy provided such failure or omission is not intentional.

\_\_\_\_\_  
Signature of Authorized Representative



# Non-Premium Endorsement

Date Prepared  
5-26-87

Endorsement No.

Issued by

The Home Insurance Company

City Insurance Company

The Home Indemnity Company

The Home Insurance Company  
of Indiana

Policy Number <b>GL 99 48 43</b>	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement <b>4-1-87</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

## REAL PROPERTY LIABILITY "ALL RISKS"

**REAL PROPERTY LIABILITY - It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the Named Insured including fixtures permanently attached thereto, if such property damage arises out of:**

- A. Fire
- B. Explosion
- C. Smoke or smudge from the sudden, unusual and faulty operation of any heating or cooking unit - only while such unit is connected to a chimney by a smoke pipe.

Subject to the following additional provisions:

- (1) With respect to the Insurance provided by this endorsement all the exclusions of the policy other than the nuclear energy liability exclusion (Broad Form) are deleted and replaced by the following:

- A. Liability assumed by the Insured under any contract or agreement;
- B. The explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or flywheels;
- C. Smoke or smudge from Industrial apparatus

- (2) The limit of liability stated in this endorsement applies separately to the Insured under this endorsement and is in lieu of any other limit of liability stated in the policy.

**LIMIT OF LIABILITY - \$100,000 per occurrence**

\_\_\_\_\_  
Signature of Authorized Representative



THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

American Equipment Leasing Co.  
#1 Parkway Center, Suite 225  
Pittsburgh, PA 15220

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

CIS Corporation

One CIS Parkway

P O Box 4785, Syracuse, NY 13221-4785

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

First Westmoreland Capital Division of Beckwith Machinery Co.  
and Westinghouse Credit Corporation  
P O Box 86060, Pittsburgh, PA 15221

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

First Westmoreland Corporation & Westinghouse Credit Corp.

P O Box 86060

Pittsburg, PA 15221

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires.
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

GATX Leasing Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, CA 94111

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

General Electric Credit Corporation  
1 North Shore Center  
Pittsburgh, PA 15212

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

General Electric Credit Corp.

P O Box 1922A

Danbury, CT 06810

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

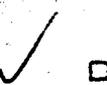
Ingersoll-Rand Financial corporation  
331 W. Main St.  
Abingdon, VA 24210

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

ITT Commercial Finance

EFL Division

8251 Maryland Ave., Clayton, MO 63105

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

ITT Industrial Credit Company  
P O Box 445  
Worthington, OH

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

Joy Finance Company

301 Grant Street

Pittsburgh, PA 15219

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

Manufacturers Hanover Leasing Corporation  
1420 Renaissance Dr.  
Park Ridge, IL 60068-1312

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

Mellon Financial Services  
Suite 3030, One Mellon Bank Center  
Pittsburgh, PA 15202

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

Park Leasing Corporation  
150 E. Broad Street  
Columbus, Ohio 43215

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:**

Walker Machinery Company

P O Box 2427

Charleston, WVA 25329

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

IL 09 10 (Ed. 01 81)  
PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Copyright, Insurance Services Office, 1981



LIABILITY

L 6131  
(Ed. 3-83)

GL 99 18 (Ed. 03 83)  
AMENDMENT OF DEFINITION—INCIDENTAL CONTRACT

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance.

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43  
(12-01 A. M., standard time)

issued to

by

-----  
Authorized Representative

It is agreed that the definition of incidental contract is amended to include any easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade.



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

Liability

L9235  
(Ed. 7-78)

GL 00 19 (Ed. 7-78)

GENERAL LIABILITY

Amendatory Endorsement - Additional Definition

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

Authorized Representative

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.



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

Liability

GL 99 19 (Ed. 03 83)

L6133  
(Ed.3-83)

Amendment Of Broad Form Comprehensive

General Liability Endorsement

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE -  
BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

Authorized Representative

Section I, Contractual Liability Coverage, exclusion B, (5) is amended to read as follows:

to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.



AMENDATORY ENDORSEMENT  
WASHINGTON

GL 01 56 (Ed. 05-85)

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

- Comprehensive General Liability Insurance
- Manufacturers' and Contractors' Liability Insurance
- Owners', Landlords' and Tenants' Liability Insurance
- SMP Liability Insurance

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4-1-87 at 12:01 A.M. standard time,  
 (Date)  
 forms a part of Policy No. GL 99 48 43  
 of the \_\_\_\_\_  
 (Name of Insurance Company)  
 issued to \_\_\_\_\_

Authorized Representative

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

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

This insurance does not apply:

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

because of damages arising out of the bodily injury; or

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

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

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



**AMENDATORY ENDORSEMENT  
PREJUDGMENT INTEREST**

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

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



AMENDATORY ENDORSEMENT

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

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

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

This endorsement, effective 4-1-87 (12:01 A.M., standard time), forms a part of policy No. GL 99 48 43

issued to

by



Authorized Representative

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

This insurance does not apply:

- i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;
- ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury; or
- iii) to bodily injury sustained by the spouse, child, parent, brother, or sis-

ter of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

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

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

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

Liability

L6123  
(Ed.9-79)

IL 02 23 (Ed. 09 79)

Cancellation Provision Or Coverage Change Endorsement

NEW YORK

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

This endorsement, effective 4-1-87 , forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

\_\_\_\_\_  
Authorized Representative

1. The cancellation provision of this policy is amended as follows:

The provision of the policy requiring ten (10) days notice of cancellation by the Company is amended to forty-five (45) days. However, in the event the policy is cancelled for nonpayment of premium, only ten (10) days notice of cancellation shall be given.

2. The following provisions are added:

A. Nonrenewal of Policy

If the Company elects not to renew this policy, it shall mail to the named insured at the mailing address shown in this policy written notice of nonrenewal at least forty-five (45) days prior to the expiration date of this policy.

B. Deletion of Coverage

Notwithstanding the notice periods provided in the cancellation and nonrenewal provisions of this policy, if the Company elects to delete any coverage (other than bodily injury and property damage included within the products hazard and the completed operation hazard) provided under this policy, it shall mail to the named insured at the address shown in this policy at least ten (10) days notice of such deletion.

The delivery or mailing of notice of nonrenewal or deletion of coverage shall be sufficient proof of notice.





AMENDATORY ENDORSEMENT  
MICHIGAN

GL 01 53 (Ed. 04 85)

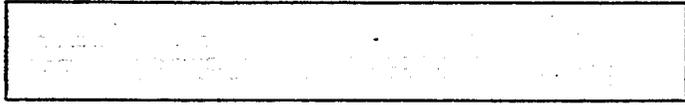
(The Attaching Clause need by completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 4-1-87  
(12:01 A.M. standard time)

forms a part of policy No. GL 99 48 43

issued to

by



Authorized Representative

- 1. It is agreed that the first paragraph of the "Cancellation" condition is replaced by the following:

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company or any of its authorized agents 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 his address last known to the company or its authorized agent, 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.

- 2. It is agreed that paragraph (b) of the "Insured's Duties in the Event of Occurrence, Claim or Suit" condition is replaced by the following:

(b) If claim is made or suit is brought against the insured, the insured shall as soon as practicable forward to the company every demand, notice, summons or other process received by him or his representative.

- 3. It is agreed that the Supplementary Payments provision is amended to include the following:

(e) prejudgment interest awarded against the insured on that part of the judgment the company pays.

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

LIABILITY

GL 01 00 (Ed. 07 79)

GU 9220a  
(Ed. 7-79)

**ACTION AGAINST COMPANY AMENDMENT**  
(Massachusetts)

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance

This endorsement, effective

4-1-87  
(12:01 A. M., standard time)

, forms a part of policy No. GL 99 48 43

issued to

by

\_\_\_\_\_  
Authorized Representative

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Rule 14 of the Massachusetts Rules of Civil Procedure, 365 Massachusetts 750 (1974).



✓

**LOUISIANA  
AMENDATORY ENDORSEMENT**

The cancellation provision is amended as follows:

The provision of the policy requiring a specific number of days notice of cancellation by the Company is amended to twenty (20) days notice to the named insured shown in the policy. However, in the event the policy is cancelled for nonpayment of premium, at least ten (10) days' notice of cancellation shall be given.

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

Liability

L613  
(Ed.1-76)

G 533

Amendment Of Termination Provisions

(Illinois)

This endorsement, effective 4-1-87 , forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

Authorized Representative

It is agreed that:

A. The first paragraph of the "Cancellation" Condition is replaced by the following:

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

This policy may be cancelled by the company by mailing to the named insured at the last mailing address known by the company, written notice stating when thereafter such cancellation shall be effective. If the policy is cancelled by the company due to the failure of the named insured to discharge when due any of his obligations in connection with the payment of premium or any installment of such premium that is payable directly to the company or its agent, written notice of cancellation must be mailed at least ten days prior to the effective date of such cancellation. However, if the policy is cancelled by the company for any reason other than nonpayment of premium, written notice of cancellation must be mailed:

1. at least thirty days prior to the effective date of cancellation if the policy has been in force for 181 days or more, or
2. at least fifteen days prior to the effective date of cancellation if the policy has been in force for 180 days or less.

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.

B. The following Condition is added:

Renewal

If the company elects not to renew this policy, it shall mail to the named insured at the last mailing address known by the company, written notice of such nonrenewal not less than thirty days prior to the expiration date; provided that, notwithstanding the failure of the company to comply with the foregoing provisions of this paragraph, this policy shall terminate

1. on such expiration date, if
  - a) the named insured has failed to discharge when due any of his obligations in connection with the payment of premium or any installment of such premium that is payable directly to the company or its agent, or
  - b) the company has by any means manifested its willingness to renew directly to the named insured, or
  - c) the named insured has notified the company or its agent that he does not wish this policy to be renewed, or
2. on the effective date of any other insurance policy procured by the insured as a replacement for this policy.

The mailing of notice as aforesaid shall be sufficient proof of notice.





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

Liability

L6157b  
(Ed.6-75)

G 530

Amendment Of Persons Insured Provision

Definition Of Executive Officer

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

- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE
- DRUGGISTS LIABILITY INSURANCE
- FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE
- HOSPITAL PROFESSIONAL LIABILITY INSURANCE
- MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
- OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
- STOREKEEPERS INSURANCE

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to

by

\_\_\_\_\_  
Authorized Representative

It is agreed that the Persons Insured Provision is amended to include the following definition of executive officer under subdivision (c):

"Executive officer" means only a person holding any of the officer positions created by the charter, constitution or bylaws of the named insured.



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

Liability

L6143  
(Ed.12-81)

IL 02 28 (Ed. 12 81)

Cancellation Provision Or Coverage Change Endorsement

COLORADO

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**SMP LIABILITY INSURANCE**

This endorsement, effective 4-1-87, forms a part of policy No. GL 99 48 43  
(12:01 A.M., standard time)

issued to  
  
by

Authorized Representative

I. The following provisions apply to all risks insured under this policy, except governmental entities provided for in item II below:

1. CANCELLATION

The provision of the policy requiring ten (10) days notice of cancellation by the Company is amended to forty-five (45) days.

2. The following provisions are added:

A. Nonrenewal of Policy

If the Company elects not to renew this policy, it shall mail to the named insured at the mailing address shown in this policy written notice of nonrenewal at least forty-five (45) days prior to the expiration date of this policy.

B. Deletion of Coverage

Notwithstanding the notice periods provided in the cancellation and nonrenewal provisions of this policy, if the Company elects to delete any coverage (other than bodily injury and property damage included within the products hazard and the completed operation hazard) provided under

this policy, it shall mail to the named insured at the address shown in this policy at least ten (10) days notice of such deletion.

The delivery or mailing of notice of nonrenewal or deletion of coverage shall be sufficient proof of notice

II. The following provisions apply to governmental entities insured under this policy:

1. CANCELLATION

The provisions of the policy requiring ten (10) days notice of cancellation is amended to forty-five (45) days.

2. NONRENEWAL OF POLICY

If the Company elects not to renew this policy, it shall mail to the named insured at the mailing address shown in this policy written notice of nonrenewal at least forty-five (45) days prior to the expiration date of this policy.

3. DECREASE IN COVERAGE

If the Company elects to decrease coverage in this policy, it shall mail to the named insured at the mailing address shown in this policy

written notice of decrease in coverage at least forty-five (45) days prior to the expiration date of this policy.

III. The provisions of this endorsement shall not apply:

1. In the case of nonpayment of premium.

2. If the insured fails to pay any premium deposit required by the insurer for renewal.

3. If the coverage to which this endorsement applies has been in effect less than sixty (60) days, unless it is a renewal policy.



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

LIABILITY

GL 01 03 (Ed. 05 73)  
ISO G525

L 6125  
(Ed. 5-73)

AMENDATORY ENDORSEMENT — NOTICE  
(Texas)

This endorsement, effective

4-1-87  
(12:01 A. M., standard time)

, forms a part of policy No. GL 99 48 43

issued to

by

Authorized Representative

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.



✓

**AMENDATORY ENDORSEMENT  
(ARIZONA)**

- I. With respect to provisions for cancellation by the company, the following is added to the Cancellation Condition:

**CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**

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

- a. Nonpayment of premium;
- b. Conviction of the named insured of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by the named insured or his representative constituting fraud or material misrepresentation in the procurement of this insurance, in continuing this policy or in presenting a claim under this policy;
- d. Substantial change in the risk assumed, except to the extent that the company should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated or implemented by the reinsurer or reinsurers of the company;
- g. Determination by the Director of Insurance that the continuation of the policy would place the company in violation of the insurance laws of this state or would jeopardize the solvency of the company; or
- h. Acts or omissions by the named insured or his representative which materially increase the hazard insured against.

If this policy is cancelled by the company based on one or more of the above provisions, the company will mail by certified mail to the named insured, and mail to his agent, if any, written notice of cancellation stating the reasons for cancellation. The company will mail this notice to the last mailing addresses known to the company, at least

- a. 10 days before the effective date of cancellation if the company cancels for nonpayment of premium; or
- b. 60 days before the effective date of cancellation if the company cancels for any of the other reasons.

- II. The following is added:

**NONRENEWAL OF POLICY**

- a. If this company elects not to renew this policy, it shall mail by certified mail to the named insured, and mail to his agent, if any, written notice of nonrenewal. The company will mail this notice to the last mailing addresses known to the company at least 60 days before the end of the policy period.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If either one of the following occurs, the company is not required to provide written notice of nonrenewal:
  - (1) This company or another company within the same insurance group has offered to issue a renewal policy; or
  - (2) The named insured has obtained replacement coverage or agreed in writing to do so.

AMENDATORY ENDORSEMENT

L6177  
Ed.4-84

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

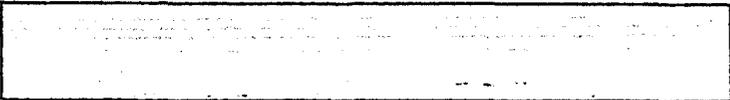
- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- DRUGGISTS LIABILITY INSURANCE
- POLLUTION LIABILITY INSURANCE

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

This endorsement, effective 4-1-87 (12:01 A.M., standard time) , forms a part of policy No. GL 99 48 43

issued to

by



Authorized Representative

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

This insurance does not apply:

- i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;
- ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury; or
- iii) to bodily injury sustained by the spouse, child, parent, brother, or sister of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

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



OREGON  
AMENDATORY ENDORSEMENT

IL 02 41  
(Ed. 04 86)

A. The provisions of this policy pertaining to cancellation by the Company are amended as follows:

1. CANCELLATION OF POLICIES IN EFFECT FOR 90 DAYS OR MORE.

If this policy has been in effect for 90 days or more, it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective:

- a. Material misrepresentation;
- b. Substantial change in the risk assumed, except to the extent that the Company should reasonably have foreseen the change or contemplated the risk in writing this policy;
- c. Substantial breaches of contractual duties, conditions or warranties; or
- d. Nonpayment of premium.

2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 90 DAYS.

If this policy has been in effect for less than 90 days, it may be cancelled by this Company for any reason by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.

3. CANCELLATION OF POLICIES WITH A TERM OF MORE THAN 1 YEAR.

In addition to the right of this Company to cancel as provided in paragraph A.1. and 2., this Company may cancel any policy with a term of more than one year by mailing or delivering to the named insured, not less than 30 days prior to any anniversary date of this policy written notice stating that cancellation shall be effective on the anniversary date of this policy.

B. The following provision is added:

NONRENEWAL OF POLICY

1. If this Company elects not to renew this policy, it shall mail or deliver to the named insured and agent, if any, notice of nonrenewal, at least 20 days prior to the expiration date of this policy.
2. This Company need not mail or deliver this notice if the insured has:
  - a. Insured elsewhere;
  - b. Accepted replacement coverage; or
  - c. Requested or agreed to nonrenewal of this policy.
3. Any notice of nonrenewal will be mailed or delivered to the named insured's last mailing address known to this Company. If notice is mailed, proof of mailing will be sufficient proof of notice.



This endorsement forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated herein.  
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 4-1-87  
Named Insured

Policy No. GL 99 48 43

Endorsement No.

Countersigned by \_\_\_\_\_  
(Authorized Representative)

**AMENDMENT OF CANCELLATION CONDITION  
(Washington)**

It is agreed that the second sentence of the first paragraph of the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the company by mailing to the named insured or his representative, or any lienholder shown in the policy, at the last address known by the company or at the last address shown by the company's records, written notice stating when not less than twenty days thereafter such cancellation shall be effective; provided that in the event of nonpayment of premium, such notice shall state when not less than ten days thereafter such cancellation shall be effective.

# Non-Premium Endorsement

4-1-88

Date Prepared  
12-8-87 ch/rm

Endorsement No.  
RLHLYJLA 3

Issued by

The Home Insurance Company

City Insurance Company

DEC 11 1987

The Home Indemnity Company

The Home Insurance Company of Indiana

Policy Number <b>GL 99 48 43</b>	Certificate Number	Named Insured <b>Quaker State Oil Refining Corporation Etal (See Endt.)</b>	
Producer <b>Alexander &amp; Alexander, Winston Salem, NC</b>		Producer No. - OPC <b>39182-055</b>	
Policy Period:	Inception (Month-Day-Year) <b>4-1-87</b>	Expiration (Month-Day-Year) <b>4-1-88</b>	Effective Date and Time of Endorsement <b>7-1-87</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

**It is agreed that Quaker State Corporation is added as a Named Insured.**

\_\_\_\_\_  
Signature of Authorized Representative