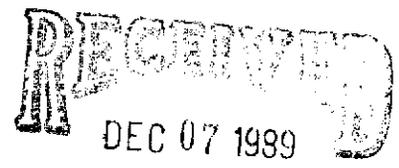


Alexander & Alexander of the Carolinas Inc.  
2000 Frontis Plaza Boulevard  
P. O. Box 2896  
Winston-Salem, North Carolina 27102  
Telephone 919-659-4190



December 1, 1989

Mr. Randy Harden  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas & Mining  
355 West North Temple  
Three Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203



DIVISION OF  
OIL, GAS & MINING

RE: Valley Camp of Utah, Inc.  
Mine Permits Nos. UT-0013 and UT-0049  
Mine Name: Belina Complex  
Liability Insurance

Dear Mr. Harden:

This will supplement our many telephone communications and our last telephone communication, November 22, 1989, regarding the captioned. We understand since you do have on file a Certificate of Liability Insurance which shows that the Home Indemnity Company provides the General Liability insurance for Valley Camp of Utah, Inc. effective April 1, 1987 and that the Certificate of Insurance is continuous, all we need do is provide you with any changes. We understand we can do this by supplying you a copy of the current General Liability insurance policy. We are, at this time, enclosing a complete copy of the Quaker State Corporation General Liability insurance policy underwritten by the Home Indemnity Company with Valley Camp of Utah, Inc. included as a named insured.

If anything additional is needed, please let us know.

Sincerely yours,

*Sylvia C. Webb*  
Sylvia C. Webb (Mrs.)  
Account Representative

SCW/lkw

Enclosure

cc: Mr. Walt L. Wright  
President & Chief Operating Officer  
Valley Camp of Utah, Inc.

Mr. David E. Lung  
Vice President - Finance & Administration  
The Valley Camp Coal Company

Mr. Jack C. Toth  
Manager/Business Risk Insurance  
Quaker State Corporation

Mr. Herb Glenn/Mr. Royden Higgins  
The Home Insurance Company

GLR-98 90 18



Policy Number  
**GLR- 98 90 18**

Acct. I.D.	P/C Indicator C Personal C Commercial	Certificate No.	P o d. <b>39182</b>	O P C <b>055</b>	Renewal <b>GL 98 87 11</b>	SIC <b>2911</b>		
Insured Short Name <b>Quaker</b>		Audit Letter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Subject to Audit <input type="checkbox"/> Yes <input type="checkbox"/> No	Prepared By <b>1</b>	Agency 1 Field Office	Annualization <input type="checkbox"/> Yes <input type="checkbox"/> No	Cycle Billing/Instalment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Loc.
Sur-Charge	Code Amount	Code Amount	Code Amount	Code Amount		Extra Entry Area		
Commission Rate <b>See H23617</b>	Reinsurance Co.	C/S Prod No	OPC	C/S Comm. Rate	Tax Code	Market Code		

Insured by the Stock Company checked below and hereinafter called the Company

- A** The Home Insurance Company  
Manchester, New Hampshire
- F** City Insurance Company  
Florham Park, New Jersey
- E** The Home Indemnity Company  
Manchester, New Hampshire
- K** The Home Insurance Company  
of Indiana, Carmel, Indiana

4-25-89 ch/bc

Named Insured, and Address (Number, Street, Town or City, County, State, Zip Code)			Producer Name		
<b>Quaker State Corporation, Etal</b> (See Endt. SE03 & SE03A) P O Box 989 Oil City, PA 16301			<b>Alexander &amp; Alexander, Winston Salem, NC</b>		
Form of Named Insured's Business:			Business Description:		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other: (Specify)			<b>Oil Refining</b>		
Policy Period	From	To	12:01 A.M. Standard Time at the Named Insured's Address		
	<b>4-1-89</b>	<b>4-1-90</b>			

Location of All Premises You Own, Rent or Occupy (Including Zip Codes):

**As Per Schedule on File with Company**

Commercial General Liability Policy

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Limits of Insurance

- \* General Aggregate Limit (Other Than Products—Completed Operations) **\$ 5,000,000**
- Products—Completed Operations Aggregate Limit **\$ 5,000,000**
- Personal & Advertising Injury Limit **\$ 5,000,000**
- Each Occurrence Limit **\$ 5,000,000**
- Fire Damage Limit **\$ 100,000** Any One Fire
- Medical Expense Limit **\$ 5,000** Any One Person

**\*See Endt. CG2504**

Classification	Code No.	Premium Basis	Rate	Advance Premium PR/CO	All Other
<b>Composite Rated</b>				<input checked="" type="checkbox"/> <b>Included</b>	<input type="checkbox"/> <b>Included</b>
				Total <b>\$621,141</b>	

Premium shown is payable: **\$ Cycle Bill** at inception **CA Surcharge \$131.34, KY Surcharge \$2.90**

Forms and Endorsements contained in this policy at its inception: IL 00 21 11 85—Broad Form Nuclear Exclusion

**See H32255F Declaration (Continued) - General**

PDE Folder No.	Remarks	Countersigned at	
Date		Authorized Representative	Date Countersigned

# Non-Premium Endorsement

Date Prepared <b>5-17-89 ml/bc</b>	Endorsement No. <b>1</b>
---------------------------------------	-----------------------------

Issued by

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

Policy Number <b>GLR 98 90 18</b>	Certificate Number	Named Insured <b>Quaker State Corporation, Eta ( See Endt. SE03 &amp; SE03A)</b>	
Producer <b>Alexander &amp; Alexander - Winston Salem, NC</b>		Producer No. - OPC <b>39182 - 055</b>	
<b>Policy Period:</b>	Inception (Month-Day-Year) <b>4-1-89</b>	Expiration (Month-Day-Year) <b>4-1-90</b>	Effective Date and Time of Endorsement <b>4-1-89</b>

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

**Adding Non-Pyramiding Limits of Liability Endorsement and H35026F - Amendatory Stop Gap Endorsement - West Virginia as per the attached.**

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



✓ AMENDATORY STOP GAP F ORSEMENT  
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 claims 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.

# Non-Premium Endorsement

Policy Prepared  
5-17-89 ml/bc

Endorsement No.  
SE28

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured Quaker State Corporation, Etal (See Endt. SE03 & SE03A)	
Producer Alexander & Alexander - Winston Salem, Nc		Producer No - OPC 39182 - 055	
<b>Policy Period:</b>	Inception (Month-Day-Year) 4-1-89	Expiration (Month-Day-Year) 4-1-90	Effective Date and Time of Endorsement 4-1-89

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

✓ NON-PYRAMIDING LIMITS OF LIABILITY ENDORSEMENT

If this Policy and any other Policy issued to the Named Insured by the Company or any Company affiliated with the Company, apply to the same occurrence, the maximum Limit of Liability under all Policies shall not exceed the highest applicable Limit of Liability, under any one Policy.

Wherever "Aggregate" Limit appears in the Policy, the total liability of the Company for all damages shall not exceed the highest aggregate Limit of Liability under any one policy.

This condition does not apply to any Policy issued by the Company or any affiliated company specifically to apply as excess over this Policy.

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





**PRICE**  
(Out Of State Business)

Additional Premium       Return Premium

<p><b>Named Insured And Address</b></p> <p><input type="checkbox"/> Quaker State Corporation, Etal <input type="checkbox"/></p> <p>P O Box 989</p> <p>Oil City, PA 16301</p>	<p><b>Producer</b></p> <p><input type="checkbox"/> Alexander &amp; alexander, Inc. <input type="checkbox"/></p> <p>Winston Salem, NC</p>
--	--

<p><b>Inception</b>      <u>4-1-89</u> ✓</p> <p>(Mo.-Day-Yr.)</p>	<p><b>Expiration</b>      <u>4-1-90</u> ✓</p> <p>(Mo.-Day-Yr.)</p>	<p><u>39182-055</u></p> <p>(Producer No.-OPC)</p>
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New Policy     
 Earned Premium     
 Endorsement     
 Cancelation     
 Final Adjustment

<b>Policy And Renewal Certificate No.</b> GLR 98 90 18		<b>Effective Date</b> 4-1-89		
State	Peril Or Coverage	Premium	%	Commission Amount
CA ✓	GL	47,952	Flat	7,958
NY -	GL	80,927	Flat	13,420
OH ✓	GL	16,412	Flat	2,736
PA ✓	GL	266,543	Flat	44,236
WV ✓	GL	166,541	Flat	27,650
A/O States ✓	GL	42,766	Nil	0

STOCK COMPANY

ISSUED BY



DECLARATIONS (continued)—GENERAL

NAMED INSURED Quaker State Corporation Etal	POLICY NUMBER GLR 98 90 18
--	-------------------------------

Forms and Endorsements Contained In This Policy At Its Inception:

✓GNL6868F (1-84) SE01	Cycle Bill
✓H22300 (11-81) SE02	Composite Rating Plan Premium Endorsement
✓H22300 (11-81) SE03	Additional Named Insureds
✓H22300 (11-81) SE03A	Broad Named Insured Endorsement
✓H22300 (11-81) SE04	90 Day Notice of Cancellation or Nonrenewal
✓H22300 (11-81) SE05	Notice of Cancellation
✓H22300 (11-81) SE06	Broad Knowledge of Accident or Occurrence
✓H22300 (11-81) SE07	Waiver of Subrogation
✓H22300 (11-81) SE08	Coverage Territory Amendment
✓H22300 (11-81) SE09	Broad Notice of Accident or Occurrence
✓H22300 (11-81) SE10	Unintentional Errors or Omissions
✓H22300 (11-81) SE11	Exclusion (Racing)
✓H22300 (11-81) SE12	Insured's Duties in the Event of Occurrence, Claim or Suit Amendment
✓H22300 (11-81) SE13	Coal Mine Limitation Endorsement
✓H22300 (11-81) SE14	Real Property Liability "All Risks"
✓H22300 (11-81) SE15	Exclusion (Subsidence of Land)
✓H22300 (11-81) SE16	Black Lung Exclusion
✓H22300 (11-81) SE17	Mining Operations Exclusion
✓H22300 (11-81) SE18	Elimination of Premises Alienated Exclusion
✓H22300 (11-81) SE19	Automatic Coverage - Newly Acquired Organization
✓H22300 (11-81) SE20	Extended Bodily Injury and Property Damage
✓H22300 (11-81) SE21	Liberalization
✓H22300 (11-81) SE22	Watercraft Liability Amendment
✓H22300 (11-81) SE23	Personal Injury and Advertising Injury Liability Exclusion
✓H22300 (11-81) SE24	Who Is An Insured Amendment
✓H22300 (11-81) SE25	Who Is An Insured
✓H22300 (11-81) SE26	Additional Insured
✓H22300 (11-81) SE27	Additional Insured
✓H37114F (12-87)	Important Changes in Your Policy
✓H37182F (12-87)	Common Policy Conditions
✓IL0021 (11-85)	Nuclear Energy Liability Exclusion
✓IL0101 (9-87)	MO Changes
✓IL0146 (4-88)	WA Common Policy Conditions
✓IL0208 (4-87)	NJ Changes - Cancellation & Nonrenewal
✓IL0228 (10-87)	CO Changes
✓IL0234 (2-88)	ND Changes - Cancellation & Nonrenewal
✓IL0244 (10-88)	OH Changes - Cancellation

EFFECTIVE DATE OF THIS PAGE 4-1-89	AGENT
Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declarations Page.	

STOCK COMPANY

ISSUED BY



DECLARATIONS (continued) — GENERAL

NAMED INSURED Quaker State Corporation Etal	POLICY NUMBER GLR 98 90 18
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<del>HL0245</del> (7-88)	MN Changes
<del>HL0246</del> (8-86)	PA Changes - Cancellation & Nonrenewal
<del>HL0250</del> (8-87)	TN Changes - Cancellation
<del>HL0251</del> (11-87)	NV Changes - Cancellation & Nonrenewal
<del>HL0258</del> (11-86)	AZ Changes - Cancellation & Nonrenewal
<del>HL0259</del> (9-86)	NE Changes - Cancellation & Nonrenewal
<del>HL0262</del> (10-88)	GA Changes - Cancellation & Nonrenewal
<del>HL0263</del> (12-88)	KY Changes - Cancellation & Nonrenewal
<del>HL0266</del> (2-87)	UT Changes - Cancellation & Nonrenewal
<del>HL0269</del> (3-87)	NC Changes - Cancellation & Nonrenewal
<del>HL0270</del> (3-86)	CA Changes - Cancellation & Nonrenewal
<del>HL0272</del> (8-88)	IN Changes - Cancellation & Nonrenewal
<del>HL0274</del> (9-87)	MO Changes - Cancellation & Nonrenewal
<del>HL0275</del> (11-87)	TX Changes - Cancellation & Nonrenewal
<del>HL0277</del> (1-88)	LA Changes - Cancellation & Nonrenewal
<del>HL0279</del> (8-88)	OR Changes - Cancellation & Nonrenewal
<del>CG0001</del> (11-85)	Commercial General Liability Coverage Form
<del>CG0103</del> (11-85)	TX Changes - Conditions Requiring Notice
<del>CG0108</del> (11-85)	AL & LA Changes - Who Is An Insured
<del>CG0163</del> (4-86)	NY Changes - Amendatory Endorsement
<del>CG0164</del> (11-85)	IN Changes - Duties in the Event of Occurrence, Claim or Suit
<del>CG0168</del> (7-88)	MI Changes
<del>CG0186</del> (9-88)	WT Changes
<del>CG0200</del> (4-87)	IL Changes - Cancellation or Nonrenewal
<del>CG0201</del> (2-86)	MD Changes
<del>CG0217</del> (5-86)	OR Changes
<del>CG0220</del> (11-86)	FL Changes
<del>CG0221</del> (11-86)	NY Changes - Cancellation & Nonrenewal
<del>CG2010</del> (11-85)	Additional Insured - Owners, Lessees or Contractors (Form B)
<del>CG2011</del> (11-85)	Additional Insured - Managers or Lessors of Premises
<del>CG2015</del> (11-85)	Additional Insured - Vendors
<del>CG2026</del> (11-85)	Additional Insured - Designated Person or Organization
<del>CG2028</del> (11-85)	Additional Insured - Lessor or Leased Equipment
<del>CG2149</del> (11-88)	Total Pollution Exclusion Endorsement
<del>CG2262</del> (11-85)	Underground Resources and Equipment Coverage
<del>CG2504</del> (11-85)	Amendment - Aggregate Limits of Insurance (Per Location)
<del>CG2816</del> (11-85)	MD Changes - Amendment of Cancellation Conditions
<del>GU220</del>	PA Notice
<del>L6950</del>	TX Premium Discount
<del>H37096</del> (10-87)	Asbestos Exclusion
<del>H37098</del> (10-87)	Stop-Gap Endorsement (Employers' Liability Coverage)
<del>H37099</del> (10-87)	Amendatory Endorsement - Supplemental

EFFECTIVE DATE OF THIS PAGE 4-1-89	AGENT
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Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declarations Page.

# General Purpose Endorsement

Date Prepared 4-25-89	Comm. %
Endorsement No. SE01	

Issued By

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

Policy Number GLR 98 90 18	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 4-1-89

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

The total premium of \$621,141 is payable in installments. See Schedule of installments.

Surcharges are payable with first installment and are as follows:

CA Surcharge @ .010	=	\$131.34
KY Surcharge @ 1.5%	=	2.90
		<u>\$134.24</u>

Continued on Page 2

<b>Additional Premium</b>	Total Additional Premium	Pro Rata Of	Additional Premium Due at Endorsement Effective Date
<b>Return Premium</b>	Total Return Premium	Pro Rata or Short Rate of	Return Premium Due at Endorsement Effective Date

### Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:

Dates Due	Present Installment	Increase	Decrease	Revised Installment
SEE ATTACHED CYCLE BILL SCHEDULE	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
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	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Signature of Authorized Representative



CYCLE BILLING SCHEDULE

<u>DATE</u>	<u>INSTALLMENT</u>
✓ 4-1-89	✓ S 167,924 Promissory Note
	✓ S 5
	✓ S 13,337 Flat
	✓ NS 7,337 Flat
	✓ NS 45,000 Flat
5-1-89	✓ S 4,202
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
6-1-89	✓ S 4,202
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
7-1-89	✓ S 4,202
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
	✓ NS 45,000 Flat
8-1-89	✓ S 4,202
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
9-1-89	✓ S 4,202
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
10-1-89	✓ S 4,202
	✓ S 13,333
	✓ NS 7,333 Flat
	✓ NS 45,000 Flat
11-1-89	✓ S 0
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
12-1-89	✓ S 0
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
1-1-90	✓ S 0
	✓ S 13,333 Flat
	✓ NS 7,333 Flat
	✓ NS 45,000 Flat
2-1-90	✓ S 0
	✓ S 13,333 Flat
	✓ NS 7,333

DATE

INSTALLMENTS

3-1-90

S 0 ✓  
S 13,333 Flat ✓  
NS 7,333 Flat ✓

Totals

S 193,141 ✓  
S 160,000 Flat ✓  
NS 88,000 Flat ✓  
NS 180,000 Flat ✓

---

621,141 ✓

# Non-Premium Endorsement

Date Prepared 4-25-89	Endorsement No. SE02
--------------------------	-------------------------

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured	
Producer			Producer No. - OPC
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-89

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 as a basis of premium under all Workers Compensation policies.

<u>COVERAGE</u>	<u>PAYROLL</u>	<u>COMPOSITE RATE</u>	<u>PREMIUM</u>
✓ General Liability	✓ 85,530,624	S .225815	193,141
		S Flat	160,000
		NS Flat	88,000
		NS Flat	180,000
		Total	621,141 ✓

✓ 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



# Non-Premium Endorsement

Date Prepared

4-25-89

Endorsement No.

SE03

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ ADDITIONAL NAMED INSUREDS

- ✓ 1. Quaker State Corporation ✓
- ✓ 2. Quaker State Oil Refining Corporation
- ✓ 3. Quaker State Development Corporation
- ✓ 4. Quaker State Development Company LTD
- ✓ 5. Quaker State Operating Company LTD
- ✓ 6. Quaker State Oil Limited
- ✓ 7. Quaker State Western Corporation
- ✓ 8. Truck-Lite Company, Inc. ✓
- ✓ 9. Do-Ray Lamp Company, Inc.
- ✓ 10. Corn Brothers, Inc.
- ✓ 11. Chickering Oil & Supply Company
- ✓ 12. The Valley Camp Coal Company
- ✓ 13. The Valley Camp Coal Sales Company
- ✓ 14. Valley Camp of Utah, Inc.
- ✓ 15. Kanawah and Hocking Coal and Coke Company
- ✓ 16. Donaldson Mine Company
- ✓ 17. Kelley's Creek & Northwestern Railroad Company
- ✓ 18. Great Lakes Coal & Dock Company
- ✓ 19. Texstar Automotive Group, Inc.
- ✓ 20. Elm Grove Coal Company
- ✓ 21. Shrewsbury Coal Company
- ✓ 22. Quaker Oil Corporation
- ✓ 23. Quaker State Investment Corporation
- ✓ 24. The Helen Mining Company
- ✓ 25. Quaker State Oil Refining Corporation, B. V.
- ✓ 26. Davis Products, Inc.
- ✓ 27. Neighborhood Auto Parts, Inc.
- ✓ 28. Race Master Corporation
- ✓ 29. Grimes Oil Corporation
- ✓ 30. V. J. Oil Company
- ✓ 31. Stewart Supply Co., Inc.
- ✓ 32. QSE&P, Inc.
- ✓ 33. Quaker State 1987-1 Drilling Fund, L.P.
- ✓ 34. Quaker State 1988-1 Drilling Fund, L.P.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE03A

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ BROAD NAMED INSURED ENDORSEMENT

✓ "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.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE04

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ 90 DAY NOTICE OF CANCELLATION OR NONRENEWAL

In the event of cancellation or nonrenewal, ninety (90) days notice shall be given, except for non-payment of premium, in which case ten (10) days notice shall be given.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE05

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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 ✓ 10 Days ✓  
NOTICE: ✓

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE06

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ 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.

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



# Non-Premium Endorsement

Date Prepared 4-25-89	Endorsement No. SE07
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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 GLR 98 90 18	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 4-1-89

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

✓ WAIVER OF SUBROGATION

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

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



# Non-Premium Endorsement

Date Prepared

4-25-89

Endorsement No.

SE08

Issued by

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

Policy Number	Certificate Number	Named Insured	
GLR 98 90 18			
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement
			4-1-89

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

## ✓ COVERAGE TERRITORY AMENDMENT

### Section V - Definitions:

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

✓ Coverage Territory: This insurance applies to bodily injury, incidental medical malpractice injury, property damage, advertising injury or personal injury which takes place any where, 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 to 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.

It is further agreed that the following exclusions are added:

- ✓ (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
  - ✓ (2) Goods or products manufactured or distributed on or from such premises.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE09

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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



# Non-Premium Endorsement

Date Prepared 4-25-89	Endorsement No. SE10
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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 GLR 98 90 18	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 4-1-89

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  
4-25-89

Endorsement No.  
SE11

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ EXCLUSION (RACING)

✓ It is agreed that such insurance as is afforded by this policy does not apply to Bodily Injury to any automobile racing team driver or crew member being sponsored by any Named Insured while practicing for or participating in any racing event.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE12

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ INSURED'S DUTIES IN EVENT OF OCCURRENCE

CLAIM, OR SUIT AMENDMENT

Section IV - Commercial General Liability Conditions .

- ✓ 2. Duties in event of Occurrence, Claim or Suite is amended to add the following provision:

✓ "Notice shall be given by, or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the Insurance Department or Insurance Manager of Quaker State Corporation has received notice of such loss."

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE13

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ **COAL MINE LIMITATION ENDORSEMENT**

✓ It is agreed that coverage afforded by the policy arising out of the operation of a coal mine applies subject to the following provisions:

✓ 1. The policy does not apply:

✓ a.) To damage or destruction to Underground Property,

✓ b.) To the increased cost of reducing any Underground Property to physical possession above the surface of the earth, or to the expense required to prevent or reduce loss of or damage to property, resulting from acts or omissions causing underground damage.

✓ The term "Underground Property" as used in this Endorsement means oil, gas, water or other mineral substances, including any title, interest or estate herein, which at the time of the acts or omissions causing loss of, damage to, or destruction of such substance, or loss, impairment, or reduction in the value of such title, interest or estate has not been reduced to physical possession above the earth's surface. This term also means any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing, pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing damage or destruction.

✓ 2. The policy does not apply to liability for restoration, reclamation, back-filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways or streams.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE14

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE15

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓  
**EXCLUSION**  
**SUBSIDENCE OF LAND**

It is agreed that such insurance as is afforded by the Property Damage Liability Coverage does not apply to property damage included within the Products Hazard or the Completed Operations Hazard when caused by, resulting from, contributed to or aggravated by the subsidence of land if such subsidence emanates from a coal mine or subsurface oil or gas operation, whether active, inactive or abandoned, or operations being conducted therein.

✓ Subsidence shall mean earth movement, including but not limited to landslide, mudflow, earth sinking and earth rising or shifting.

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



# Non-Premium Endorsement

Date Prepared 4-25-89	Endorsement No. SE16
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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 GLR 98 90 18	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 4-1-89

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 H37098F 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  
4-25-89

Endorsement No.  
SE17

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-89

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

## ✓ MINING OPERATIONS EXCLUSION

It is hereby agreed that such coverage as is provided under The Stop Gap Endorsement (Employers' Liability Coverage) Form H37098F 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.<br>Homer City, PA                    | ✓ Kanawha and Hocking Coal and Coke Company<br>Triadelphia, WV |
| ✓ Donaldson Mine Co.<br>Valley Camp No. 12A             | ✓ Shrewsbury Coal Co.<br>Witcher Creek, WV                     |
| ✓ Donaldson Mine Co.<br>Shrewsbury, WV                  | ✓ Shrewsbury Coal Co.<br>Shrewsbury, WV                        |
| ✓ Donaldson Mine Co.<br>Valley Camp. No. 15A            | ✓ Shrewsbury Coal Co.<br>Valley Camp No. 6A                    |
| ✓ Donaldson Mine Co.<br>Prep Plant                      | ✓ Shrewsbury Coal Co.<br>Valley Camp No. 6B                    |
| ✓ Valley Camp of Utah<br>Scofield Route<br>Helper, Utah | ✓ Shrewsbury Coal Co.<br>Valley Camp No. 45                    |
| ✓ Belina Creek No. 1<br>Clear Creek, Utah               | Belina Creek No. 2<br>Clear Creek, Utah                        |
| ✓ Elm Grove Coal Co.<br>Triadelphia, WV                 |  |

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



# Non-Premium Endorsement

Date Prepared

4-25-89

Endorsement No.

SE18

Issued by

The Home Insurance Company

City Insurance Company

The Home Indemnity Company

The Home Insurance Company of Indiana

Policy Number

GLR 98 90 18

Certificate Number

Named Insured

Producer

Producer No. - OPC

Policy Period:

Inception (Month-Day-Year)

Expiration (Month-Day-Year)

Effective Date and Time of Endorsement

4-1-89

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

## ✓ ELIMINATION OF PREMISES ALIENATED EXCLUSION

Section 1 - Coverages - 2. Exclusions:

It is hereby agreed that exclusion J(2) of the Commercial General Liability Coverage Form CG0001 is amended to delete the word "abandon".

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

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE19

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-89

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

✓ AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATION

It is agreed that paragraph 4.a. Under Section II - Who Is An Insured of the Commercial General Liability Coverage Form is deleted.

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



# Non-Premium Endorsement

Date Prepared

4-25-89

Endorsement No.

SE20

Issued by

The Home Insurance Company

City Insurance Company

The Home Indemnity Company

The Home Insurance Company  
of Indiana

Policy Number

GLR 98 90 18

Certificate Number

Named Insured

Producer

Producer No. - OPC

**Policy Period:**

Inception (Month-Day-Year)

Expiration (Month-Day-Year)

Effective Date and Time of Endorsement

4-1-89

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

EXTENDED BODILY INJURY AND PROPERTY DAMAGE

It is agreed that exclusion 2.a. under Section I of the Commercial General Liability Coverage form is amended to read as follows:

"Bodily Injury or Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "Bodily Injury or Property Damage" resulting from the use of reasonable force to protect persons or property.

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

# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE21

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-89

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

✓ LIBERALIZATION

It is agreed that if the Company adopts a change in our forms or rules that would broaden the coverage of this policy without extra charge, the broaden coverage will apply to this policy. It will apply when the change becomes effective in your state.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE22

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

## WATERCRAFT LIABILITY AMENDMENT

### Section 1 - Coverages - 2. Exclusions:

The Watercraft Exclusions, found in exclusion g. (1), (2) and (4) of the Commercial General Liability Coverage Part are deleted and replaced by the following:

- (1) To Bodily Injury or Property Damage arising out of berthing, docking, fueling or mooring operations including all acts or omissions incidental thereto, or the ownership, maintenance, operation, use, loading, unloading, renting, chartering or failure to provide a safe berth for any watercraft, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to, or controlled by the Named Insured or to any watercraft not longer than 50 feet in length if such watercraft is not being used to carry persons or property for a charge.

It is further agreed that the policy conditions are amended to include:

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 \$5 Million of primary insurance.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE23

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-89

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

✓ PERSONAL INJURY AND ADVERTISING INJURY LIABILITY EXCLUSION

✓ Section I - Coverage B. Personal Injury and Advertising Injury Liability Coverage - exclusion A(4) is hereby eliminated.

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



# Non-Premium Endorsement

Date Prepared 4-25-89	Endorsement No. SE24
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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 GLR 98 90 18	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 4-1-89

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

✓ WHO IS AN INSURED AMENDMENT

Who Is An Insured Section II of the Commercial General Liability Coverage Form is amended to include the following:

- ✓ (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.

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



# Non-Premium Endorsement

Date Prepared  
4-25-89

Endorsement No.  
SE25

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

✓ WHO IS AN INSURED

Section II - Who Is An Insured 2.A(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  
4-25-89

Endorsement No.  
SE26

Issued by

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

Policy Number GLR 98 90 18	Certificate Number	Named Insured	
Producer		Producer No. - OPC	
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement 4-1-89

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

✓ ADDITIONAL INSURED

✓ It is agreed that the following Additional Insureds are included under the provisions of the Persons Insured Section of the policy as respects their interest in Quaker State 1987-1 Drilling Fund, L.P.

ADDITIONAL INSUREDS

- ~~August W. Frisch~~
- ~~James D. Ray~~
- ~~Cordelia S. May - Trustee~~
- ~~Robert E. Dillon~~
- ~~Jeffrey C. Larsen~~
- ~~Richard C. and Beverly M. Colver~~
- ~~Equipment for Industry, Inc.~~
- ~~Thomas A. Russo~~
- ✓ ~~Harriet and Bryon McCracken, Jr.~~
- ~~Bernard Groveman & Barbara Ancona~~
- ~~William H. Overly~~
- ~~Stewart Run Co., Inc.~~
- ✓ ~~Lester E. Woideck~~
- ~~Thomas E. Farmer~~
- ~~Patricia B. Yoder~~
- ~~Stephen D. Spence~~
- ~~Robert W. Lodge~~
- ~~L. R. Forker, Jr.~~
- ~~John C. Reib~~
- ~~John M. Peterson~~

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



# Non-Premium Endorsement

Date Prepared

4-25-89

Endorsement No.

SE27

Issued by

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

Policy Number GLR 98 90 18	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 4-1-89

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

## ADDITIONAL INSURED

It is agreed that the following Additional Insureds are included under the provisions of the Persons Insured Section of the policy as respects their interest in Quaker State 1988-1 Drilling Fund, L.P.

### ADDITIONAL INSURED

- ✓ Peter Harbath
- ✓ Donald C. Peters
- ✓ Richard B. Andrews
- ✓ Equipment for Industry, Inc.
- ✓ Lester E. Woideck, TTE for Lester E. Woideck U/A 10-17-75
- ✓ Stewart Run Co., Inc.
- ✓ Faith S. Woideck
- ✓ Kenneth E. Uvodich
- ✓ Alfred Aufhauser
- ✓ Bernard Groveman and Barbara Ancona JTWROS
- ✓ Thomas A. Russo
- ✓ Palmer D. True
- ✓ Richard C. Cover
- ✓ Stephen D. Spence

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



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V — DEFINITIONS.

## SECTION I — COVERAGES

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.

This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

#### 2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract;" or

(2) That the insured would have in the absence of the contract or agreement.

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

- e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

COMMERCIAL GENERAL LIABILITY  
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f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. "Property damage" to "your product" arising out of it or any part of it.

- l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product;"
- (2) "Your work;" or
- (3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III — LIMITS OF INSURANCE.

## **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

- (2) We may investigate and settle any claim or "suit" at our discretion; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- b. This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed in the "coverage territory" during the policy period; and
- (2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

- c. This insurance applies to "advertising injury" only if caused by an offense committed:

- (1) In the "coverage territory" during the policy period; and
- (2) In the course of advertising your goods, products or services.

### **2. Exclusions.**

This insurance does not apply to:

- a. "Personal injury" or "advertising injury:"
- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
  - (4) ~~For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.~~
- b. "Advertising injury" arising out of:
- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) The failure of goods, products or services to conform with advertised quality or performance;
  - (3) The wrong description of the price of goods, products or services; or
  - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

### COVERAGE C. MEDICAL PAYMENTS

#### 1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions.

We will not pay expenses for "bodily injury:"

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

### SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

\*2 Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
  - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
  - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Any person (other than your employee), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
    - a. "Bodily injury" to a co-employee of the person driving the equipment; or
    - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
  4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C; and
  - b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard."
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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COVERAGE FORM**

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV — COMMERCIAL GENERAL  
LIABILITY CONDITIONS**

**1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Claim Or Suit.**

a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" took place; and
- (2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply;

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability, signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**SECTION V — DEFINITIONS**

- 1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

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COVERAGE FORM**

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work;" or
- b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
- b. While it is in or on an aircraft, watercraft or "auto;" or
- c. While it is being moved from an aircraft, watercraft or "auto" 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, that is not attached to the aircraft, watercraft or "auto."

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"
  - (1) Equipment designed primarily for:
    - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing;
  - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c. This hazard does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
    - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property that is not physically injured.
13. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

## General Liability

### Important Changes In Your Coverage

H37114F  
Ed. 10-87

This pamphlet is not your policy. It merely describes some of the major features of the new policy. **READ YOUR POLICY CAREFULLY** to determine rights, duties, and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection.

Policies providing general liability coverage have been revised. They are printed in a new format, and they contain some coverage changes.

Major changes introduced in the new Commercial General Liability (CGL) policy CG 00 01 -- are highlighted in this pamphlet.

Also highlighted are some of the differences between the new CGL policy form and the previous CGL (Comprehensive General Liability) policy form.

#### Some Major Changes Introduced By The New Policy Include:

- **Scope of Coverage.** The new policy incorporates the coverages most commonly sought in the marketplace. Coverages previously provided only by the Broad Form Endorsement (GL 04 04)-as well as coverage for explosion, collapse and underground perils-are now built into the basic policy.
- **Limits of Insurance.** The previous policy's limits applied separately to bodily injury, property damage, and medical expense coverage; the new policy's limits apply to bodily injury, property damage, and medical expense combined. Aggregate limits are now placed over all coverages to fix the absolute maximum we will pay under the policy for total damages because of all incurred claims. (Previously, aggregate limits applied to several individual coverages, including products/completed operations, property damage for manufacturers and contractors, and personal and advertising injury; but aggregate limits did not apply to the entire scope of coverage.) Beneath the new aggregates are limits "per occurrence" and several other sub limits. See Section III of your policy for details.
- **Pollution Liability.** The new policy contains a

more restrictive exclusion. The exclusion in the previous policy did not apply to "sudden and accidental" emissions of pollutants; the new exclusion does not have this exception. The new exclusion specifically states the kinds of emissions and pollutants excluded. It does not affect your coverage for certain pollution exposures away from your premises -- including many that may arise out of your products or your work--regardless of whether the emission was "sudden" or not.

The new Commercial General Liability policy may represent a broadening of coverage or restriction of coverage for a given insured depending on an insured's previous coverage.

Because the new general liability policy provides consolidated coverages which are currently provided under two existing forms (the Comprehensive General Liability Policy and the Broad Form Comprehensive General Liability Endorsement) and because not every insured currently has the Broad Form CGL endorsement no single document can fully reflect coverage changes applicable to individual insureds. A general description of all changes is attached.

The coverage changes, reduction or broadening, as listed are based on the assumption that insureds have the Broad Form CGL endorsement on their policies and that both the insured's old and new policies are on an "occurrence" basis.

## Advisory Guide

### I. REDUCTION OF COVERAGE

#### A. Contractual Liability Coverage

- a. Contractual liability is restricted to tort liability assumed from another person or organization:
- b. Coverage for liability assumed in connection with the ownership, maintenance or use of any auto owned or operated by or rented or loaned to any insured is no longer afforded.

#### B. Pollution Liability Coverage

Coverage with respect to the following situation is no longer afforded:

Sudden and accidental emissions of pollutants

- a. at or from insured premises;
- b. at or from a site used for the handling, storage, disposal, processing or treatment of waste;
- c. if the insured handles, transports, etc. the pollutants as waste;
- d. if the pollutants are brought to a job site in connection with the operations being performed at that site; or
- e. if the operations involve the clean up, containment, etc. of the pollutants.

#### C. Loading or unloading of an aircraft or watercraft

Coverage with respect to the loading or unloading of an aircraft or watercraft may be restricted depending upon the factual circumstances because the term "loading or unloading" is now being defined.

#### D. Mobile Equipment Coverage

The road hazard is no longer covered for the following types of self-propelled vehicles:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

### E. Property Damage Liability Coverage

#### a. Property in care, custody or control

The exception for elevators with respect to property in the care, custody or control of the insured has been eliminated so that property on elevators will be treated the same as other property in the care, custody or control of the insured.

#### b. Broad Form Property Damage Liability Coverage

To the extent that the care, custody or control exclusion applies, coverage is no longer provided away from the insured's premises for:

- (1) tools or equipment loaned to the insured while not actually being used;
- (2) any portion of personal property upon which operations are not being performed.

### F. Medical Payments Coverage

- a. Medical payments are now subject to the newly established policy General Aggregate Limit as well as the Occurrence Limit.
- b. All insureds have been excluded from the medical payments coverage rather than just the named insured, partners and employees as in the old policy.
- c. Medical payments coverage for employees of nonresidents has been eliminated.

### G. First Aid Coverage

First aid coverage has been built into the Medical Payments coverage and will be subject to the applicable policy limits.

### H. Who Is An Insured

#### a. Automatic Coverage for Newly Acquired Organizations

- (1) Coverage is limited to liability for bodily injury or property damage that occurs after the newly acquired organization becomes an insured.
- (2) Coverage for Personal Injury or Advertising Injury is limited to offenses committed after the organization becomes an insured, and

(3) Coverage is no longer afforded automatically for newly formed partnerships.

h. Coverage for liability arising out of the conduct of past partnership or joint ventures which are now shown as named insureds in the Declarations has been eliminated.

#### **I. Limits of Insurance**

a. The establishment of a General Aggregate Limit presents a restriction on coverage for losses which were not previously subject to the aggregate limit concept.

b. **Fire Damage Legal Liability Coverage**  
Payment for Fire Damage Legal Liability is now subject to the applicable "General Aggregate" limit.

#### **J. Commercial General Liability Conditions**

a. **Other Insurance Condition**

The Excess provision now indicates that the limited coverage for aircraft, watercraft and autos is on an excess basis.

## **II. BROADENING OF COVERAGE**

### **A. Bodily Injury Liability Coverage**

Bodily Injury resulting from the use of reasonable force to protect persons or property is now covered.

### **B. Contractual Liability Coverage**

a. Tort liability for bodily injury and property damage assumed under an "insured contract" is now covered.

b. The "third party beneficiary" and "operation within 50 feet of railroad" exclusions are eliminated for this coverage.

### **C. Liquor Liability Coverage**

a. Statutory liability of an owner or lessor who leases premises to someone in the liquor business but who is not engaged in the liquor business himself is now covered.

b. Liquor law liability assumed by any insured who is not engaged in the liquor business is now covered.

### **D. Pollution Liability Coverage**

Coverage with respect to the following situations is now provided:

**Non-sudden or gradual emissions of pollutants (other than waste):**

a. arising out of the products/completed operations hazard;

b. occurring away from insured premises in connection with ongoing operations if:

(1) the pollutants were not brought on the site in connection with operations, and

(2) operations do not involve the clean up, containment, etc. of pollutants

### **E. Non-owned Watercraft Coverage**

Non-owned watercraft under 26 feet in length are now covered.

### **F. Mobile Equipment Coverage**

The use or operation of snowmobiles is no longer specifically excluded.

### **G. Property Damage Liability Coverage**

a. The exclusion of property in the insured's care, custody or control no longer applies to real property.

b. The alienated premises exclusion no longer applies to premises built and held vacant for sale by the insured.

### **H. Personal and Advertising Injury Liability**

Coverage for Personal and Advertising Injury Liability is now provided to the insured.

### **I. Fire Damage Liability**

Fire Damage Legal Liability Coverage is now provided.

### **J. Medical Payments Coverage**

a. Medical Payments coverage is now provided.

b. Per person limit is increased from \$1,000 to \$5000

### **K. Supplementary Payments Coverage**

The amount of actual loss of earnings under the "reasonable expenses" provision has been increased from \$25 to \$100 a day.

**L. Who Is An Insured**

- a. Employees are covered as insureds
- b. Newly acquired organizations are covered automatically

**M. Definitions - "Coverage Territory"**

As long as the insured's legal obligation to pay damage is determined in a suit on merits in the United States of America (including its territories and possessions), Puerto Rico and Canada:

- a. Products liability coverage is extended worldwide and is no longer limited to goods or products that are sold for consumption within the described territories.
- b. Worldwide coverage now applies for liability arising out of activities of those insureds temporarily on business trips outside the policy territory.

**N. Common Policy Conditions - Cancellation**

Notice of cancellation to the insured is extended to 30 days for any reason other than nonpayment of premium.

## Highlights Of Current and Revised Contracts

The brief descriptive statements in this chart only highlight the respective subject items. They are not a substitute for the policy provisions. Only the provisions of your policy determine the scope of your insurance protection. Refer to policies for details.

Item	Current "Occurrence" Policy	New "Occurrence" Policy
<b>1. Coverages</b>	Bodily Injury Liability, Property Damage Liability, Supplementary Payments. Broad Form Endorsement (GL 04 04) provides broadened contractual liability, as well as Personal Injury and Advertising Injury, premises Medical Payments, Host Liquor, Fire Legal Liability, Broad Form Property Damage, Incidental Medical Malpractice, Non-Owned Watercraft, Limited Worldwide Liability, Additional Persons Insured, Extended Bodily Injury, and Automatic Coverage for Newly Acquired Organizations.	All coverage of current policy and broad form integrated into basic policy form, with extensions and restrictions described below. Presentation of coverage is consolidated and simplified.
<b>2. Limits of Liability</b>	"Per occurrence" limits apply separately to bodily injury and property damage. Aggregate limits apply to products-completed operations hazard and property damage coverage for manufacturers and contractors. Broad Form Endorsement imposes separate aggregate on Personal Injury and Advertising Injury Liability, together with per person limit on medical payments and per occurrence limit on fire damage legal liability.	"Per occurrence" limit applies to bodily injury and property damage combined. Separate aggregate limits apply to products-completed operations hazard and all other coverages combined. Separate sublimits apply per person to Personal and Advertising Injury, per person to medical payments, and per fire to Fire Damage Legal Liability.
<b>3. Contractual Liability</b>	Broad Form endorsement extends coverage of basic form to any oral or written contract relating to the named insured's business, with specific exclusions. Aircraft, auto, and watercraft exclusions do not apply to this coverage	Coverage for liabilities assumed under leases of premises, sidetrack agreements, and other specific kinds of contracts. Coverage also extends to all other contracts relating to named insured's business, but only for tort liabilities assumed. Same exclusions applicable as in current "occurrence" policy, but auto exclusion also applies. Coverage will be available under Business Auto Policy.
<b>4. Alcoholic Beverages Exclusion</b>	Applies to named insureds in liquor business. Statutory liability of premises owner also excluded. Broad Form provides Host Liquor Coverage	Statutory liability of premises owner not excluded. Host Liquor coverage automatically included.
<b>5. Workers Compensation &amp; Employers Liability</b>	Exclusions designed to dovetail with Workers Comp and E. L. coverages.	Exclusions broadened to eliminate coverage for dual capacity suits and consequential bodily injury to family members. These coverages have been explicitly included in the new Workers Comp policy filed by NCCI.
<b>6. Pollution Liability</b>	Excluded unless due to sudden and accidental emissions. No exception for products completed operations hazard.	Excluded if emission originates on named insured's premises or a waste disposal or treatment facility. Off-site emissions covered unless pollutants are waste or unless the pollutants are brought to jobsite in connection with insured's or subcontractor's operations. No coverage for costs or liabilities arising out of clean-up or monitoring operations done at governmental request or direction. Resulting coverage embraces products-completed operations exposure for both sudden and gradual emissions.

## Highlights Of Current and Revised Contracts

The brief descriptive statements in this chart only highlight the respective subject items. They are not a substitute for the policy provisions. Only the provisions of your policy determine the scope of your insurance protection. Refer to policies for details.

Item	Current "Occurrence" Policy	New "Occurrence" Policy
7. <i>Auto, Aircraft and Watercraft</i>	Ownership, maintenance, use, operations, loading and unloading excluded with certain exceptions. Exclusions do not apply to contractual coverage of Broad Form.	Exclusions have been consolidated. No change in scope of exclusion or exceptions to it, except for elimination of contractual coverage for auto use, which will now be covered under the ISO Business Auto Policy (see 3, above). New language specifically excludes coverage for liability arising out of the entrustment of autos to others. Exclusion of snowmobiles has been eliminated. Coverage is also provided for the operation of machinery or equipment attached to certain vehicles defined as "autos."
8. <i>Mobile Equipment</i>	Covered except when being transported by an auto. Definitions of auto (excluded) and mobile equipment (covered) are intended to be mutually exclusive. No distinction made between road and operational use.	No change in scope of coverage. New definition defines as "Auto" certain vehicles which have machinery or equipment attached but are essentially road vehicles. A new provision in the auto exclusion assumes coverage for the operations of the attached equipment. On-the-road coverage will come from the Business Auto Policy
9. <i>Property Damage</i>	Various exclusions address property damages to the insured's products or work or to property in the insured's care, custody or control. Generally, such damage is not covered if due to an inherent defect in the product or work itself, or to negligence in handling or working on the entrusted property. Recall or withdrawal of products, work, or property incorporating them is specifically excluded. Other loss of use, including loss of use of uninjured property, is covered if due to physical injury inflicted on other property by the insured's products or work, or if due to sudden and accidental physical injury to the products or work themselves after they are put to use. Broad Form Endorsement narrows concept of care, custody or control so that coverage is provided for parts of property other than those on which the insured is actually working at the time of the damage. Endorsement also covers damage caused by faulty workmanship to other parts of work in progress; and damage to, or caused by, a subcontractor's work after the insured's operations are completed.	Exclusions have been completely rewritten and clarified with no change in overall scope of coverage. "Broad Form" coverage has been incorporated in the new provisions. Real property is specifically eliminated from the definition of "your product," so that the broad form coverage for work and completed operations clearly applies. Care, custody, or control exclusion has been restricted to personal property to clarify further the application of these provisions. A new definition of "impaired property" clarifies the application of the "failure to perform" and "sistership" exclusions (m and n).
10. <i>Alienated Premises</i>	Excluded unconditionally.	Exclusion does not apply to premises built and held for sale by named insured, providing coverage for contractors who build on speculation.
11. <i>Personal and Advertising Injury</i>	Coverage provided in Broad Form Endorsement.	Coverage in basic policy, simplified with no change in scope. Coverage triggered, as in current policy, by offense committed during policy period.
12. <i>Medical Payments</i>	Coverage provided in Broad Form Endorsement.	Coverage in basic policy, simplified with no change in scope. Payments for first aid, currently provided under Supplementary Payments, have been moved to Medical Payments section.

## Highlights Of Current and Revised Contracts

The brief descriptive statements in this chart only highlight the respective subject items. They are not a substitute for the policy provisions. Only the provisions of your policy determine the scope of your insurance protection. Refer to policies for details.

Item	Current "Occurrence" Policy	New "Occurrence" Policy
<b>13. Supplementary Payments</b>	Defense Costs provided in addition to policy limits.	No change. Pre-judgment interest included in Supplementary Payments in addition to policy limits. Maximum payment for expenses incurred by insured increased from \$25 to \$100 per day.
<b>14. Persons Insured</b>	Named Insured, spouses of individual proprietors, partners, members, executive officers, directors, stockholders, real estate managers, and operators of mobile equipment included in basic form. Legal representatives and property custodians included through Assignment condition if named insured dies. Spouses of partners and employees other than executives included by Broad Form Endorsement, with additional exclusions for employees. Endorsement also provides limited, automatic coverage for newly acquired organizations.	Separate, consolidated section lists all persons insured under current policy and Broad Form. Coverage for newly acquired organizations applies only to injury, damage, and civil offenses occurring after the acquisition. Exclusions for unnamed partnerships and joint ventures extended to include past, as well as present, enterprises.
<b>15. Other Insurance</b>	Coverage is excess for Fire Legal Liability, Broad Form Property Damage, Non-owned Watercraft. Coverage is contingent for newly acquired organizations and those responsible for operators of mobile equipment who are not employed by the named insured. Contribution is by equal shares unless prohibited by one or more of the other policies. In that case, contribution is pro-rata.	Same as current policy, but coverage is also excess for non-owned autos and aircraft.
<b>16. Severability</b>	Contract applies separately to each insured against whom claim is made or suit is brought except with respect to limits.	New provision also states that contract applies as if each named insured were the only named insured.
<b>17. Extended Reporting Period</b>	Not applicable.	Not applicable.
<b>18. Limited Worldwide Products Coverage</b>	Applies to injury and damage anywhere in world, if original suit is brought in U.S., its territories or possessions, or Canada and the product was sold for use or consumption there.	Coverage expanded to products made or sold in U.S., its territories or possessions, or Canada, regardless of place of intended use. The term "original suit" is replaced by "suit on the merits" for clarity.



## Common Policy Conditions

IL 00 17 11 85

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All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. Premiums

The first Named Insured shown in the Declarations:

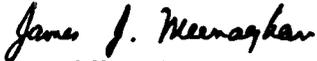
1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

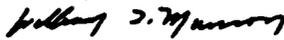
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

The issuing Company identified on the Declarations has caused the Policy to be signed by its President and Secretary. This Policy will not be valid unless countersigned by an authorized Agent of that Company.



James J. Meenaghan  
President  
THE HOME INSURANCE COMPANY  
THE HOME INSURANCE COMPANY  
OF WISCONSIN



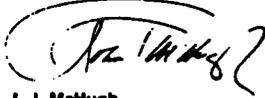
William L. Munson  
President  
THE HOME INDEMNITY COMPANY



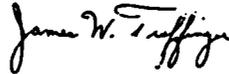
F. A. Mina  
President  
CITY INSURANCE COMPANY



Arthur Phillips  
President  
THE HOME INSURANCE COMPANY  
OF INDIANA  
THE HOME INSURANCE COMPANY  
OF ILLINOIS



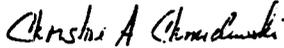
J. J. McHugh  
Secretary  
THE HOME INSURANCE COMPANY



James W. Treflinger  
Secretary  
THE HOME INDEMNITY COMPANY  
CITY INSURANCE COMPANY



Mark L. Gardner  
Secretary  
THE HOME INSURANCE COMPANY  
OF INDIANA  
THE HOME INSURANCE COMPANY  
OF ILLINOIS



Christine A. Chmielewski  
Secretary  
THE HOME INSURANCE COMPANY  
OF WISCONSIN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

✓ **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage:"
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from 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.
2. 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 "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;  
"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material"; content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

✓ **ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

**Name of Person or Organization:**

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.

(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 or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

✓ **ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

1. Designation of Premises (Part Leased to You): See below
2. Name of Person or Organization (Additional Insured): See below
3. Additional Premium:           Included

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

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Schedule

1. All premises leased to any Named Insured
2. 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 additional insured under this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ✓ **ADDITIONAL INSURED - VENDORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

✓ **Name of Person or Organization (Vendor):** All

**Your Products:**

✓ All

(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 any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. 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;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, 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. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

POLICY NUMBER: GLR 98 90 18

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

✓ **ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

✓ 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 additional insured under this endorsement.

(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 or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**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:**

✓ CAIX 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 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:**

✓ Park Leasing Corporation  
150 E. Broad St.  
Columbus, OH 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 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:**

✓ G. E. Capitol of Tennessee

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 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:**

BCED Captial Resources, Inc.  
C/O GATX Leasing Corporation  
4 Embarcadera 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 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:**

Anthony Crane Rental, Inc.

P O Box 66

Dravensburg, PA 15034

(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:**

Sims & Sons  
88 West 34th St.  
Belle, WV 25015

(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:**

Northwest Leasing  
P O Box 1182  
Meadville, PA 16335

(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:**

✓ G. E. Capital  
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 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:**

First Westmoreland Capital  
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:**

✓ The CIT Group/Equipment Financing Inc.  
1400 Renaissance Dr., Suite 400  
Park Ridge, IL 60068

✓ (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:**

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 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:**

~~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 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:**

✓ Joy Finance Company  
301 Grant St.  
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 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 15258

(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.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under COVERAGE A (Section I) is replaced by the following:

- f.(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Underground Resources and  
Equipment Hazard Property Damage**  
\$ 500,000 Aggregate Limit

#### Description of Operations:

- Gasoline Recovery — From casing head or natural gas
- Oil or Gas Lease Operations — natural gas
- Oil or Gas Lease Operations — natural gas — within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay
- Oil or Gas Wells — cleaning or swabbing by contractors
- Oil or Gas Wells — cleaning or swabbing by contractors — within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay
- Oil or Gas Wells — drilling or redrilling, installation or recovery of casing
- Oil or Gas Wells — drilling or redrilling, installation or recovery of casing — within the limits of any town or city, on the right-of-way of any railroad
- Oil or Gas Wells — servicing — by contractors
- Oil or Gas Wells — shooting

The following provisions are added with respect to "property damage" included within the "underground resources and equipment hazard" arising out of the operations performed by you or on your behalf and described in this endorsement:

1. With respect to "property damage" included within the "underground resources and equipment hazard" the following is added to LIMITS OF INSURANCE (Section III):

8. Subject to 5. above, the Underground Resources and Equipment Property Damage Aggregate Limit shown in the Schedule or in the Declarations as subject to this endorsement is the most we will pay under Coverage A for the sum of damages because of all "property damage" included within the "underground resources and equipment hazard" and arising out of operations in connection with any one well.

2. The following exclusions are added to COVERAGE A (Section I): This insurance does not apply to:

1. Any costs or expense incurred by you or at your request or by or at the request of any "co-owner of the working interest" in connection with controlling or bringing under control any oil, gas or water well;

2. Damages claimed by any "co-owner of the working interest."

3. The following additional definitions apply:

"Underground resources and equipment hazard" includes "property damage" to any of the following:

1. Oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;
2. Any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;
3. Any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

"Co-owner of the working interest" means any person or organization who is, with you, a co-owner, joint venturer or mining partner in mineral properties who:

1. Participates in the operating expense of such properties; or
2. Has the right to participate in the control, development or operation of such properties.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT—AGGREGATE LIMITS OF INSURANCE  
(PER LOCATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

With respect to Coverage A

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



**ASBESTOS EXCLUSION**

**POLICY NUMBER: GLR 98 90 18**

**This Endorsement Changes The Policy. Please Read It Carefully.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

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The following exclusion is added to  
COVERAGE A, BODILY INJURY AND PROP-  
ERTY DAMAGE, and COVERAGE B., PER-  
SONAL AND ADVERTISING INJURY  
LIABILITY (Section 1):

(1) "Bodily injury", "property dam-  
age", "personal injury" or "ad-  
vertising injury" arising out  
of asbestos or any product or  
material containing asbestos or

the existence of asbestos in any  
place or thing or in the atmos-  
phere, land, or any water course  
or body of water.

(2) Any loss, cost, or expense  
arising out of testing for,  
monitoring, cleaning up, con-  
taining, treating, or removing  
asbestos or any product or ma-  
terial containing asbestos.



**STOP-GAP ENDORSL .NT  
(EMPLOYERS' LIABILITY COVERAGE)**

**H37098F  
Ed.10-87**

**This Endorsement Changes The Policy. Please Read It Carefully.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

STATES: State Fund States

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 Renumeration	Estimated Annual Premium
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All operations except coal mining operations	9990	If Any	Incl. in Composite Rate
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Minimum Premium	Deposit Premium	Total Estimated Annual Premium
\$	\$	\$ Included

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

The insurance provided under Coverage A BODILY INJURY and PROPERTY DAMAGE LIABILITY (Section 1) applies to "bodily injury" to employees of the insured arising out of and in the course of the employees' employment by the insured in a state shown in the schedule. However, the insurance provided by this endorsement applies to "bodily injury" only if:

(1) The insured has complied with the provisions of the

workers' compensation or similar law of the state shown in the Schedule;

(2) The insured has paid all required compensation and medical benefits to any employee injured in the course of his or her employment; and

(3) The insured has reported the number of "workmen hours" or other required basis of

premium devolved by all employees to the department, commission or board as required by the applicable workers' compensation or similar law.

With respect to the insurance provided by this endorsement:

1. The exclusions under COVERAGE A., BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1) other than the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" assumed by the insured under any contract or agreement;
- b. "Bodily injury" to a master or member of a crew of any vessel or by any of the insured's employees 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" to any person (1) knowingly employed by the 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;
- d. "Bodily injury" to any employee whose remuneration has not been included in the total remuneration upon which premium for this insurance is based;
- e. "Bodily injury" arising out of 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" with respect to which the insured is deprived of any defense, or is otherwise subject to penalty because of default in premium payment under or any other failure to comply with the provisions of any law shown in the schedule;
- h. "Bodily injury" because of an act committed intentionally by or at the direction of the insured and, if the insured is a corporation or partnership, by or at the direction of any executive officer, director, stockholder or partner of the insured.

Exclusion (F) and (H) do not exclude coverage for the legal liability of the insured other than for 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 cause "bodily injury" to another employee when the act is committed

within the scope of employment.

acquired or formed the organization.

2. WHO IS AN INSURED (Section II) is replaced by the following: Each of the following is an insured under this insurance to the extent set forth below:

- a. You; and
- b. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named insured if there is no other similar insurance available to that organization, However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; or
  - b. Coverage A does not apply to "bodily injury" that occurred before you

3. LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Regardless of the number of (1) insureds under this insurance, (2) persons who sustain "bodily injury", or (3) claims made or "suits" brought on account of bodily injury, our liability is limited as follows:

The limits of liability stated in the Schedule as applicable to "each person" is the limit of our liability for all damages because of bodily injury sustained by one person as the result of any one occurrence. Subject to the above provision respecting "each person", our total liability 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".

AMENDATORY ENDC EME. SUPPLEMENTAL

(Knowledge of Occurrence, Notice of Occurrence,  
Unintentional E & O)

POLICY NUMBER: GLR 98 90 18

This Endorsement Changes The Policy. Please Read It Carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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 The following Condition is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

1. If you notify your Workers' Compensation insurer of an "occurrence" which later results in a claim covered by this Coverage Part, your failure to notify us of the "occurrence" at the time it took place will not be considered a violation of the DUTIES IN EVENT OF OCCURRENCE, CLAIM OR SUIT Condition. However, you agree to see to it that we are notified in writing as soon as practicable after you learn that the "occurrence" may result in a claim covered by this Coverage Part.
2. Knowledge of an "occurrence" by your employee or agent will not be considered knowledge by you, unless you or any partner or executive officer or unit manager of yours has knowledge of the "occurrence".
3. Your failure to disclose all hazards existing as of the inception date of the coverage part will not prejudice you with respect to the coverage afforded by this Coverage Part if the failure or omission is unintentional.
4. Failure to notify us of an "occurrence" because of a clerical oversight will not prejudice your rights under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ALABAMA AND LOUISIANA CHANGES—WHO IS AN  
INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In WHO IS AN INSURED (Section II) the term "executive officer" means only a person holding any of the officer positions created by your charter, constitution or by laws.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARIZONA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. 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, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- 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 by our reinsurer or reinsurers;
- g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. The following is added and supersedes any provision to the contrary:

### NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
  - a. We or a company within the same insurance group has offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or agreed in writing to do so.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART**  
**BUSINESSOWNERS POLICY**  
**COMMERCIAL AUTO COVERAGE PART**  
**COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**COMMERCIAL INLAND MARINE COVERAGE PART**  
**COMMERCIAL PROPERTY COVERAGE PART**  
**FARM COVERAGE PART**  
**LIQUOR LIABILITY COVERAGE PART**  
**POLLUTION LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. The following is added to the CANCELLATION  
Common Policy Condition:**

**7. POLICIES IN EFFECT FOR MORE THAN 60  
DAYS**

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

i Place us in violation of California law or the laws of the state where we are domiciled; or

ii Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 7.a.(1) or (2).

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 7.a.

B. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least:

- a. 45 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is more than \$10,000; or
- b. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.

2. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made an offer to the first Named Insured, in accordance with the timeframes shown in paragraph B.1, to renew the policy under changed terms or conditions or at a changed premium rate.



**To California Policyholders:**

**As required by Section 1063 of the California Insurance Code, your policy includes a premium surcharge. The Company is required, as are all other insurers admitted to transact this line of insurance in the state of California, to recoup assessments paid to the California Insurance Guarantee Association. Should you desire additional information, please contact your agent or broker.**

**The Home Insurance Companies**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLORADO CHANGES—AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY—MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM**

1. Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:
  2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.

2. The following Condition is added:

### **NONRENEWAL**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal not less than 45 days before the expiration date.

3. For risks other than governmental entities, the following Condition is added:

### **DELETION OF COVERAGE**

If we decide to delete any coverage (other than "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard") provided

under this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of deletion not less than 10 days before such deletion.

4. For governmental entities, the following Condition is added:

### **DECREASE IN COVERAGE**

If we decide to decrease coverage in this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of decrease in coverage not less than 45 days before the expiration date.

If notice of nonrenewal, deletion of coverage or decrease in coverage is mailed, proof of mailing will be sufficient proof of notice.

5. The provisions of this endorsement do not apply:
  - a. In the case of nonpayment of premium;
  - b. If the first Named Insured fails to pay any premium deposit we require for renewal; or
  - c. If the coverage to which this endorsement applies has been in effect less than 60 days, unless it is a renewal policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2.a. CANCELLATION FOR POLICIES IN EFFECT 90 DAYS OR LESS**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with underwriting requirements established by the insurer.

**b. CANCELLATION FOR POLICIES IN EFFECT FOR MORE THAN 90 DAYS**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements within 90 days of the effective date of coverage;

(4) There has been a substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(1) above; or
- (b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(2), (3), (4) or (5) above.

**B. The following is added and supersedes any other provision to the contrary:**

**NONRENEWAL**

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GEORGIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraph A. 1. of the CANCELLATION Common Policy Condition is replaced by the following:**

**1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:**

**a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later.**

**b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.**

**Our notice will state the effective date of cancellation, which will be the later of the following:**

**(1) 10 days from the date of mailing or delivering our notice, or**

**(2) The effective date of cancellation stated in the first Named Insured's notice to us.**

**B. The following is added to the CANCELLATION Common Policy condition and supersedes any other provisions to the contrary:**

**If we decide to:**

- 1. Cancel or nonrenew this policy; or**
- 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or**
- 3. Change any policy provision which would limit or restrict coverage;**

**Then:**

**We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:**

- 1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or**
- 2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or**
- 3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART.  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**1. CANCELLATION (Common Policy Conditions) is replaced by the following:**

**A. CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this Coverage Part by mailing to us advance written notice of cancellation.
2. We may cancel this Coverage Part by mailing to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If this policy has been in effect 60 days or more, it may be cancelled by us only for one of the following reasons:
  - a. Nonpayment of premium;
  - b. The policy was obtained through a material misrepresentation;
  - c. Any insured has violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased;
  - e. Certification of the Director of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
  - f. A determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.
4. We will mail our notice to your last mailing address known to us.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. Proof of mailing will be sufficient proof of notice.

**2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.**

The following Condition is added: **WHEN WE DO NOT RENEW**

If we decide not to renew this Coverage Part, we will mail to you written notice of nonrenewal no less than 30 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:
  - a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
  - b. We have indicated our willingness to renew this Coverage Part to you or your representative; or
  - c. You have notified us or our agent that you do not want to renew this Coverage Part.
2. On the effective date of any other insurance policy replacing this Coverage Part.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INDIANA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORM A AND COVERAGE  
FORM B  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2.a. Cancellation of Policies in Effect for 90 Days or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;**
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;**
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.**

**b. Cancellation of Policies in Effect for More Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;**

**(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;**

**(3) 45 days before the effective date of cancellation if:**

**(a) There has been a substantial change in the scale of risk covered by this policy; or**

**(b) Reinsurance of the risk associated with this policy has been cancelled.**

**B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.**

### **NONRENEWAL**

**1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:**

**a. The expiration date of this policy, if the policy is written for a term of one year or less; or**

**b. The anniversary date of this policy, if the policy is written for a term of more than one year.**

**2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INDIANA CHANGES—DUTIES IN THE EVENT OF  
OCCURRENCE, CLAIM OR SUIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Condition 2. of CONDITIONS (Section IV):

- e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2. Cancellation of Policies in Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least.

- a. 14 days before the effective date of cancellation if we cancel for nonpayment of premium;**
- b. 30 days before the effective date of cancellation if we cancel for any other reason.**

**B. The following is added to the CANCELLATION Common Policy Condition:**

**7. Cancellation of Policies in Effect For More Than 60 Days**

**a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:**

- (1) Nonpayment of premium;**
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;**
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;**

**(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;**

**(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;**

**(6) We are unable to reinsure the risk covered by the policy; or**

**(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.**

**b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver to the first Named Insured, a written notice of cancellation, stating the reason for cancellation, at least 30 days before the effective date of the cancellation.**

**C. The following is added and supersedes any provision to the contrary:**

### **NONRENEWAL**

**1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations, at the last mailing address known to us, written notice of nonrenewal at least 30 days before the expiration date of the policy period.**

**For the purpose of this Condition:**

- a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of 6 months, and
- b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy or term of 1 year.

2. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.

3. If notice is mailed, proof of mailing is sufficient proof of notice.



## **To Kentucky Policyholders:**

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Included with your premium is a surcharge of 1.5%. In accordance with Kentucky law, we remit the entire amount of this surcharge to the Department of Revenue for use in firefighters and law enforcement programs.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART - Except Coverage Forms A and B  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2.a. CANCELLATION OF NEW POLICIES IN EFFECT FOR FEWER THAN 60 DAYS**

If this policy has been in effect for fewer than 60 days and is not a renewal, we may cancel this policy for any reason, by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**b. CANCELLATION OF RENEWAL POLICIES AND NEW POLICIES IN EFFECT FOR 60 DAYS OR MORE**

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

- (1) Nonpayment of premium;**
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;**
- (3) Activities or omissions by you which change or increase any hazard insured against;**
- (4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;**
- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;**

**(6) The insured's violation or breach of any policy terms or conditions; or**

**(7) Any other reasons that are approved by the Commissioner of Insurance.**

We will mail or deliver written notice of cancellation under this item 2.b., to the first Named Insured at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
- (b) 20 days before the effective date of cancellation if we cancel for a reason described in 2.b. (2) through (7) above.**

**B. The following is added and supersedes any other provision to the contrary:**

**NONRENEWAL**

**1.a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.**

**b. We need not mail or deliver this notice if:**

- (1) We or another company within our insurance group have offered to issue a renewal policy; or**
- (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.**

**2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MARYLAND CHANGES—AMENDMENT OF CANCELLATION CONDITION**

This endorsement modifies insurance provided under the following:

### **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

1. Paragraph b. of the CANCELLATION Condition is replaced by the following:
    - b. We may cancel this Coverage Part by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:
      1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
      2. 45 days before the effective date of cancellation if we cancel for any other reason.
  2. The following Condition is added to CONDITIONS (Section IV):

**NONRENEWAL**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured and the "contractor" shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:
1. On the expiration date, if:
    - a. You or the "contractor" fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;
    - b. We have indicated our willingness to renew this Coverage Part to you, the "contractor" or your representative;
    - c. The "contractor" or you have notified us or our agent that you do not want to renew this Coverage Part; or
  2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MARYLAND CHANGES—AMENDMENT OF CANCELLATION CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.
2. The following Condition is added to CONDITIONS (Section IV):

### **NONRENEWAL**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:

- a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;
  - b. We have indicated our willingness to renew this Coverage Part to you or your representative;
  - c. You have notified us or our agent that you do not want to renew this Coverage Part; or
2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MICHIGAN CHANGES—PRE-JUDGMENT INTEREST**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE PART

1. The paragraph relating to pre-judgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:

Pre-judgment interest awarded against the insured on that part of the judgment we pay.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINNESOTA CHANGES**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. The CANCELLATION Common Policy Condition is replaced by the following:**

### **CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy, subject to the provisions of 3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

3.a. If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation, if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) An act or omission by you that substantially increases or changes the risk insured;

(4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

(5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 5 business days after receipt of the appeal;

(7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item 3.b., we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in 3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.

4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. Any WHEN WE DO NOT RENEW Condition is deleted and the following is added:

**NONRENEWAL**

If we decide not to renew this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

C. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART  
FARM PROPERTY COVERAGE FORM  
LIVESTOCK COVERAGE FORM  
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM**

- A.** When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the terms Coverage Form and Coverage Part in this endorsement are replaced by the term Policy.
- B.** The following provision applies except when Paragraph C. of this endorsement applies:

The CANCELLATION Common Policy Condition is replaced by the following:

### **CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE**

- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2.** We may cancel, not renew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - a.** 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b.** 30 days before the effective date of this action if for any other reason.
- 3.** We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4.** Notice of:
  - a.** Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b.** Any other action will state the effective date of that action.

- 5.** If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.

- 6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**C.** When coverage is provided under the:

- 1.** LEGAL LIABILITY COVERAGE FORM CP 00 40; or

- 2.** MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM CP 00 70; the following provisions apply and supersede any provisions to the contrary:

**a.** Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

**a.** 10 days before the effective date of cancellation if we cancel for non-payment of premium;

**b.** 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

- (1)** Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

(2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

(3) We become insolvent; or,

(4) We involuntarily lose reinsurance for this policy.

c. 60 days before the effective date of cancellation if we cancel for any other reason.

b. The following is added and supersedes any provision to the contrary:

**NONRENEWAL**

(1) We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

(2) If notice is mailed, proof of mailing will be sufficient proof of notice.

D. If partial loss or damage to Covered Property is caused by or results from fire, the LOSS PAYMENT Loss Condition is replaced by the following:

**Loss Payment**

a. In the event of partial loss or damage covered by this Coverage Form, at your option, we will either:

(1) Pay you an amount of money equal to the damage done; or

(2) Repair the damage, so that the property is in as good a condition as before the fire;

But we will not pay more than the Limit of Insurance.

b. We will not pay you more than your financial interest in the Covered Property.

c. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

d. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

e. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if:

(1) You have complied with all the terms of this Coverage Part; and

(2)(a) We have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:**

**a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;**

**b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:**

**(1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;**

**(2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;**

**(3) We become insolvent; or,**

**(4) We involuntarily lose reinsurance for this policy.**

**c. 60 days before the effective date of cancellation if we cancel for any other reason.**

**B. The following is added and supersedes any provision to the contrary:**

### **NONRENEWAL**

**1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.**

**2. If notice is mailed, proof of mailing will be sufficient proof of notice.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORM A AND B  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:**

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
- b. 60 days before the effective date of cancellation if we cancel for any other reason.**

If this policy has been in effect for 60 days or more, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;**
- (2) The policy was obtained through a material misrepresentation;**
- (3) Violation by you of any of the terms and conditions of this policy;**
- (4) The risk originally accepted has substantially increased;**

**(5) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or**

**(6) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance laws.**

**B. The following is added and supersedes any provisions to the contrary:**

### **NONRENEWAL**

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.**
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEVADA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. The following is added to the CANCELLATION Common Policy Condition:**

**7. Cancellation of Policies In Effect For 70 days or more**

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation in the policy application which we have relied upon in affording coverage;
- b. The risk that is insured has substantially changed from the inception date of the policy and such change would warrant a substantial difference in the premium charged; or
- c. Nonpayment of premium.

**8. Cancellation Of Policies With A Term Of More Than One Year**

We may cancel any policy with a term longer than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

**B. The following is added as an additional Condition and supersedes any other provision to the contrary:**

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew with the reason at least 30 days before the agreed expiration date.
2. We need not mail or deliver this notice if:
  - a. You have accepted replacement coverage;
  - b. You have requested or agreed to nonrenewal; or
  - c. This policy is expressly designated as nonrenewable.



**AMENDATORY ENDORSEMENT  
(NEW JERSEY)**

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

A. Cancellation for Non-Payment of Premium:

If the Insured fails to discharge when due any of his obligations in connection with the payment of premiums or any installment of such premium, whether payable directly to this Company or its agent, this policy may be cancelled by this Company only by mailing to the Insured at the last mailing address known by the Company, and to any mortgagee shown in this policy, written notice of cancellation at least 10 days prior to the effective date of cancellation.

B. Cancellation for a reason other than Non-Payment of Premium:

This policy may be cancelled by this Company, for any reason other than non-payment of premium, only by mailing to the Insured at the last mailing address known by the Company, and to any mortgagee shown in this policy, written notice of cancellation at least 30 days prior to the effective date of cancellation.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing.

2. The following provision is added:

**Non-Renewal of Policy**

If this Company elects not to renew this policy, it shall mail to the Insured at the last mailing address known by the Company written notice of non-renewal at least 30 days prior to the expiration date of this policy; provided that, notwithstanding the provisions of this paragraph, this policy shall terminate automatically on such expiration date if the Insured has failed to discharge when due any of his obligations in connection with the payment of premiums or any installment of such premium whether payable directly to the Company or its agent.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing.

3. Lines 150 to 156 inclusive of the policy numbered line provisions are replaced by the following:

**When loss payable.** The amount of loss for which this Company may be liable shall be payable thirty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW YORK CHANGES—AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- 1. The following paragraph is added to Condition 2. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT (Section IV):**
  - (e.) Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.**
- 2. The definition of "loading or unloading" does not apply.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW YORK CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraphs 2. and 3. of the CANCELLATION Common Policy Condition are replaced by the following:**

**2.a. Cancellation For Policies In Effect 60 Days Or Less**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in paragraph (2) below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
  - (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
  - (e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
  - (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our

policyholders, our creditors or the public; or

- (g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

**b. Cancellation Of Policies In Effect For More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed in paragraph a.(2) above provided we mail the first Named Insured a notice of cancellation at least 15 days before the effective date of cancellation.

3. We will mail or deliver our notice including the reason to the first Named Insured at the address shown in the policy and the authorized agent or broker.

**B. The following Conditions are added and supersede any other provisions to the contrary:**

**1. NONRENEWAL**

If we decide not to renew this policy we will send notice as provided in paragraph B.3. below along with the reason for nonrenewal.

**2. CONDITIONAL RENEWAL**

If we condition renewal of this policy upon:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion;
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;

we will send notice as provided in paragraph B.3. below.

**3. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL**

a. If we decide not to renew this policy or to conditionally renew this policy as provided in paragraphs B.1. and B.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. We will not send you notice of non-renewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or no longer desired.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. Paragraphs 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2.a. CANCELLATION OF POLICIES IN EFFECT LESS THAN 60 DAYS**

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

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

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,

stated in the policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-476;

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation

- d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.
- B. The following provisions are added and supersede any other provisions to the contrary:

1. NONRENEWAL

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

- (1) Expiration of the policy if this policy has been written for one year or less; or
- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

- (1) Insured property covered under this policy, under any other insurance policy;
- (2) Accepted replacement coverage; or
- (3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NORTH DAKOTA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2 and 3 of the CANCELLATION Common Policy Condition are replaced by the following:

2. a. POLICIES IN EFFECT FOR LESS THAN 90 DAYS

If this policy has been in effect for less than 90 days, we may cancel the policy by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least 10 days before the effective date of cancellation.

b. POLICIES IN EFFECT FOR 90 DAYS OR MORE OR POLICIES WITH TERMS LONGER THAN ONE YEAR OR CONTINUOUS POLICIES

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

- (1) Nonpayment of premiums;
- (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) Your actions that have substantially increased or substantially changed the risk insured;
- (4) Your refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

(5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;

(7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws; or

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards.

We will mail written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and agent, if any, at least

(a) 10 days before the effective date of cancellation for nonpayment of premium, or

(b) 30 days before the effective date of cancellation for any other reason stated in 2.b. above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in 2.b. above.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. The following is added and supersedes any provision to the contrary:

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least 30 days prior to the expiration date of the policy.

2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

3. We need not mail or deliver this notice if you have:

a. Insured elsewhere;

b. Accepted replacement coverage; or

c. Requested or agreed to nonrenewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OHIO CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the CANCELLATION Common Policy Condition is replaced by the following:
- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - 2.** We may cancel this policy only for one or more of the following reasons, except as provided in paragraph 6. below.
    - a.** Nonpayment of premium;
    - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
    - f.** Failure of an insured to correct material violations of safety codes; or
    - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
  - 3.** We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  - 4.** We will mail the notice of cancellation at least:
    - a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - b.** 30 days before the effective date of cancellation, if we cancel for a reason stated in 2.b. through 2.g. above.
  - 5.**
    - a.** The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
    - b.** The notice will also contain the date of the notice and the policy number, and will state the reason for cancellation.
  - 6.** Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**NONRENEWAL**

- 1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
- 2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
- 3. Proof of mailing will be sufficient proof of notice.

C. 1. Paragraph A.2.a. of the BUSINESS OWNERS Common Policy Conditions is deleted.

2. Paragraph E.2. of the Cancellation Common Policy Condition in the STANDARD PROPERTY POLICY is deleted. Paragraph E.2. is replaced by the following (unless item A. of this endorsement applies):

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- b. 30 days before the effective date, if we cancel for any other reason.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OREGON CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME-SAFE DEPOSITORY LIABILITY COVERAGE FORM M  
COMMERCIAL CRIME-LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L  
COMMERCIAL CRIME-LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE  
FORM K  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**
- 2.a. If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel for any reason.**
  - b. If this policy has been in effect for 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:**
    - (1) Nonpayment of premium;**
    - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy.**
    - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;**
    - (4) Substantial breach of contractual duties, conditions or warranties;**
    - (5) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state;**
    - (6) Loss or decrease in reinsurance covering the risk; or**
- (7) Any other reason approved by the commissioner by rule.**
- c. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation. Cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.**
- B. Paragraph 6. of the CANCELLATION Common Policy Condition does not apply.**
- C. The following are added and supersede any provision to the contrary:**
- 1. NONRENEWAL**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal at least 30 days before the:

    - a. Expiration date of the policy; or**
    - b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.**

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.
  - 2. MAILING OF NOTICES**

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OREGON CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

The following is added to the CANCELLATION Common Policy Condition:

7. If this policy has been in effect for 90 days or more, except as provided in paragraph 8. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing this policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If we cancel, we will mail or deliver to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

8. We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART-EXCEPT COVERAGE FORM A  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Condition is replaced by the following:

### CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. 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, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancella-

tion will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within

## **G. NONRENEWAL**

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured's last mailing address known to us. We will also mail to any mortgage holder or other person shown in this policy with a financial interest in Covered Property, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent, at least 20 days before the expiration date; or
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type;" and

c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards,

the following applies to nonrenewal of the Commercial Auto Coverage Part in place of G.1.:

- a. We may elect not to renew or continue this policy by mailing or delivering to you written notice at least 20 days before the end of the policy period including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing and Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

#### 1. NONRENEWAL

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

#### 2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the first Named Insured:

- a. Written notice of our intent to increase the premium at least 60 days before the effective date of the premium increase; and
- b. An estimate of the increase at least 30 days before the effective date of premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**NOTICE  
PENNSYLVANIA**

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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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL**

**This endorsement modifies insurance provided under the following:**

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. The following is added to the CANCELLATION Common Policy 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, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
2. Your conviction of a crime increasing any hazard insured against;
3. Discovery of fraud or material misrepresentation on the part of either of the following:
  - a. You or your representative in obtaining this insurance; or
  - b. You in pursuing a claim under this policy;
4. Failure to comply with written loss control recommendations;
5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

- B. The following is added and supersedes any provisions to the contrary:**

### **NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:

- a. We have offered to issue a renewal policy; or

- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**
- 2.a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.**
  - b. If this policy has been in effect for 60 or fewer days, we may cancel for any reason.**
  - c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:**
    - (1) Fraud in obtaining coverage;**
    - (2) Failure to pay premiums when due;**
    - (3) An increase in hazard within the control of the insured which would produce an increase in rate;**
    - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or**
    - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.**
- B. The following condition is added and supersedes any provision to the contrary:**
- NONRENEWAL**
- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.**
  - b. If notice is mailed, proof of mailing will be sufficient proof of notice.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS CHANGES—CONDITIONS REQUIRING NOTICE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

With regard to Bodily Injury and Property Damage Liability, unless we are prejudiced by the insured's or your failure to comply with the requirement, any provision of this Coverage Part requiring you or any insured to give notice of occurrence, claim or suit, or forward demands, notices, summonses or legal papers in connection with a claim or suit, will not bar liability under this Coverage Part.

LIABILITY

L 6950d  
(Ed. 10-69)

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

This endorsement, effective **4-1-89**, forms a part of policy No. **GLR 98 90 18**  
(12:01 A. M., standard time)  
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
	GLR 98 90 18	

**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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UTAH CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**

**A. The following is added to the CANCELLATION  
Common Policy Condition:**

**7. If this policy has been in effect for more than  
60 days or if this is a renewal of a policy we  
issued, we may cancel this policy only for one  
or more of the following reasons:**

- (1) Nonpayment of premium;**
- (2) Material misrepresentation;**
- (3) Substantial change in the risk assumed  
unless we should reasonably have foreseen  
the change or contemplated the risk when  
entering the contract; or**
- (4) Substantial breaches of contractual duties,  
conditions or warranties.**

If we cancel for nonpayment of premium, no-  
tice of cancellation must state the reason for  
cancellation.

**8. Notice of cancellation must be delivered or  
mailed by first class mail.**

**B. The following is added and supersedes any pro-  
visions to the contrary:**

### **NONRENEWAL**

- 1. If we elect to not renew this policy, we will  
mail, by first class mail, written notice of  
nonrenewal to the first Named Insured, at the  
last mailing address known to us, at least 30  
days before the expiration or anniversary date  
of this policy.**
- 2. We need not mail this notice if:**
  - a. You have accepted replacement coverage;**
  - b. You have requested or agreed to  
nonrenewal; or**
  - c. This policy is expressly designated as  
nonrenewable.**
- 3. If notice is mailed, proof of mailing is suffi-  
cient proof of notice.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UTAH CHANGES**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

**The Legal Action Against Us Condition does not apply.**

**Any Condition titled:**

**Duties in the Event of Occurrence, Claim or Suit  
Duties in the Event of Injury, Claim or Suit  
Duties in the Event of A Pollution Incident, Claim or Suit  
Insured's Duties in the Event of a Loss**

**requiring notice to us is amended to include:**

**"Notice to our authorized representative is notice to us."**

WA

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's representative in charge of the subject of the insurance, if applicable, written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 45 days before the effective date of cancellation if we cancel for any other reason,

except as provided in paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's representative in charge of the subject of the insurance, if applicable, written notice of cancellation at least 5 days before the effective date of cancellation for any structure where 2 or more of the following conditions exist:

a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;

b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;

c. Because of its physical condition, the structure is in danger of collapse;

d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;

e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;

f. Without reasonable explanation, heat, water, sewer, and electricity are not furnished for the structure for 60 consecutive days; or

g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

a. You are an individual;

b. A covered auto you own is of the "private passenger type;" and

c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Auto Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's representative in charge of the subject of the insurance, if applicable, written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or

c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or

d. At least 20 days before the effective date of cancellation, but only for the following reasons if the policy is in effect for 60 days or more or is a renewal or continuation policy:

(1) Nonpayment of premium; or

(2) Your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during the policy period.

5. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, for any reason, at least 45 days prior to the effective date of cancellation.

6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7.a. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

b. For Division Two - Boiler and Machinery, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

c. Except as provided in paragraph b. above and d. below, if the first Named Insured cancels, the refund will be at least 90% of the pro rata refund.

d. If:

(1) You are an individual;

(2) A covered auto you own is of the "private passenger type;"

(3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and

(4) The first Named Insured cancels, the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

e. The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. CHANGES

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. INSPECTION AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.