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<b>SITE NAME</b>	CHEMICAL RECOVERY
<b>DOC ID #</b>	147474
<b>DOCUMENT VARIATION</b>	<u>  X  </u> COLOR   OR <u>  X  </u> RESOLUTION
<b><u>PRP</u></b>	RMD - CHEMICAL RECOVERY
<b>PHASE</b>	ENFORCEMENT
<b>OPERABLE UNITS</b>	
<b>LOCATION</b>	Box #___ Folder #___ Subsection___
<b>PHASE</b> (AR DOCUMENTS ONLY)	___ Remedial   ___ Removal   ___ Deletion Docket   ___ Original   ___ Update #   ___ Volume ___ of ___
<b>COMMENT(S)</b>  FOLDER M-44	

H. H. Benham Insurance Agency

147474



DATE 5-2-74

INVOICE

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

TO |  
Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio 44035

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
	GLA 18 61 77	Ohio Farmers	Audit Cancellation		235.50
				<i>Credits</i>	<i>-25.00</i>
					<i>-75.00</i>
					<i>-113.00</i>
				<i>paid 6-24-74 pk #10742 \$22.50</i>	<i>Balance Due 22.50</i>

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.

DATE 12-22-73 (2-22-74)

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:

POLICY DATE:

CANCELLATION DATE:

POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
GLA 59 97	47 Ohio Farmers	Premium Adjustment Statement				113.00

**CREDIT MEMO**



DATE 3-15-74

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:

POLICY DATE:

CANCELLATION DATE:

POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
SCP 180619	Ohio Farmers	Policy cancelled per request of the insured.				25.00

**CREDIT MEMO**

DATE 3-15-74

To Dorothy Obitts  
P. O. Box 375  
Elyria, Ohio

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:

POLICY DATE:

CANCELLATION DATE:

POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
72 73 06	Ohio Farmers	Policy cancelled per request of the insured.				75.00

**CREDIT MEMO**

**WESTFIELD COMPANIES**  
**PREMIUM ADJUSTMENT STATEMENT**

Name of Agency H. H. Benham Insurance Agency, Inc.

City and State Elyria, Ohio 134-2-344

Policy No. GLA 59 97 47

Name of Insured Obitts Chemical Company

Address P. O. Box 375, Elyria, Ohio 44035

Audit Period: From December 22 19 72, to December 22 19 73

CODE NO.	CLASSIFICATION	BASIS OF PREMIUM	RATES		EARNED PREMIUMS	
			W. C. or B. I.	O. D. or P. D.	W. C. or B. I.	O. D. or P. D.
4740	Oil Refining	73,261.	.231	.728	169.00	533.00
	Even adjustment on all other classifications.					

If this is Four Star Budget Account, these audit premiums are NOT subject to the Four Star Budget Plan, and the adjusted premiums should be handled in the regular manner.

<b>TOTAL EARNED PREMIUM</b>	169.00	533.00
<b>LESS ADVANCE PREMIUM PAID</b>	196.00	619.00
<b>ADDITIONAL - RETURN PREMIUM</b>	27.00	86.00
<b>TOTAL <del>ADDITIONAL</del> - RETURN PREMIUM</b>	113.00	

☒ OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio

☐

Date .....

Countersigned Gerald H. Lures

# WESTFIELD COMPANIES

## PREMIUM ADJUSTMENT STATEMENT

Name of Agency 134-2-344 H. H. Benham Ins. Agency, Inc.City and State Elyria, OhioPolicy No. GLA 18 61 77Name of Insured Obitts Chemical CompanyAddress P.O. Box 375, Elyria, Ohio 44035 Lorain CountyAudit Period: From December 22 19 73, to March 15 19 74

CODE NO.	CLASSIFICATION	BASIS OF PREMIUM	RATES		EARNED PREMIUMS	
			W. C. or B. I.	O. D. or P. D.	W. C. or B. I.	O. D. or P. D.
29112x	Oil Refining	15,636.	.250	.728	39.00	114.00
			earned premium		39.00	114.00
			S/R factor		1.454	
			S/R earned prem		57.00	166.00
	Earned premium for auto				857.00	

If this is Four Star Budget Account, these audit premiums are NOT subject to the Four Star Budget Plan, and the adjusted premiums should be handled in the regular manner.

<b>TOTAL EARNED PREMIUM</b>	914.00	166.00
<b>LESS ADVANCE PREMIUM PAID</b>	844.50	- - -
<b>ADDITIONAL - <del>RETURN</del> PREMIUM</b>	69.50	166.00
<b>TOTAL ADDITIONAL - <del>RETURN</del> PREMIUM</b>	235.50	

☐ OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio  
☐

Date .....

Countersigned Gerald D. Swiers

DATE 2-1-74

INVOICE

TO

Dorothy Obitts  
P. O. Box 375  
Elyria, Ohio 44035

# THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
2-1-75	72 73 06	Ohio Farmers	Office 144-50 Maple Street Elyria, Ohio 44035	10,000	96.00

*Handwritten:* Paid 2-8-74 \$96.00 # 10371

R. N. CO. LTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.

OBITTS CHEMICAL CO

1342 0344 0322 COBI

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

\$ 507.50

DATE

12 21 74

DATE PAID

NO. 10326

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
12	22	1973	186177	LIAB	253	75		253	75
1	22	1974	186177	LIAB	253	75		253	75
TOTAL					507	50		507	50

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED, IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

*Four Star*

★ ★ ★ ★

**BUDGET PLAN**

We are pleased to provide this easy plan to pay your insurance premiums.

If you are a new user of this budget plan or have made recent adjustment in your insurance program, this statement may not include all items of your account. Any corrections or changes will automatically appear on your next statement.

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**Please note!** This invoice is notice of Premiums due. It is not a reinstatement of coverage under any Policy or Policies previously canceled by this Company, nor will payment of this invoice result in reinstatement of any Policy or Policies previously canceled. If a portion of a premium is paid in excess of the earned premium, such excess will be refunded on demand.

Ohio Farmers Insurance Co.  
Westfield Insurance Co.  
Westfield Life Insurance Co.

**Westfield Companies**

Westfield Center, Ohio 44251

DATE 1-11-74

INVOICE

# THE H. H. BENHAM INSURANCE AGENCY, INC.

TO | Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio 44035

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-11-75	SCP 180619	Ohio Farmers	Special Coverage Policy		35.00

*Paid  
1-21-74  
CR# 10324  
\$ 35.00*

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.



General  
Liability  
Automobile  
Policy

# Westfield Companies

Westfield Center, Ohio

---

This Policy Written by:

**JHE H. H. BENHAM INS. AGCY.**  
122 LODI STREET  
ELYRIA, OHIO

Your Local Independent Insurance Agent.

## Ohio Farmers Insurance Co.

A Corporation without Shareholders organized under a Special  
Act of the Legislature of Ohio operating on the Stock Plan

## Westfield Insurance Co.

A Capital Stock Company

Service offices for our Companies are located in the  
principal cities of the United States, so that prompt  
and dependable service can be given to our Agents  
and to the general public in any part of the country.

# OHIO FARMERS INSURANCE COMPANY WESTFIELD INSURANCE COMPANY

Westfield Center, Ohio

(as designated on the Declarations page)

(Herein called the Company)

A stock insurance company, herein called the company

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

## SUPPLEMENTARY PAYMENTS

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

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of

the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

## DEFINITIONS

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

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

"**bodily injury**" means bodily injury, sickness or disease sustained by any person;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**damages**" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage**;

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

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

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

(Continued on Inside Back Cover)

Attach Declarations Page (Part Two) here so that Insured's Name and Address will appear in the window.

### DEFINITIONS CONTINUED

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

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

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

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT — BROAD FORM

It is agreed that:

I. The policy 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

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

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

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

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

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

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

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

### CONDITIONS

1. **PREMIUM.** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary

for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **INSPECTION AND AUDIT.** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

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

(Continued)

## CONDITIONS (Continued)

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

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

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury** or **property damage** with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. ACTION AGAINST COMPANY.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligation hereunder.

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

OHIO FARMERS INSURANCE COMPANY  
WESTFIELD INSURANCE COMPANY

*M. Z. Schamp* Corporate Secretary.

*J. B. Rowe* President.

This endorsement modifies the Cancellation Condition and is applicable to all insurance afforded by the policy.

**AMENDMENT OF CANCELLATION CONDITION  
(Michigan)**

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

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**IMPORTANT!**

This Endorsement forms a part of your Policy  
or Bond and should be attached to it.

Please **DO NOT FAIL** to do this.

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Form 704 The Wilson Printing Co., Salem, Mass. 01970

# **ADDITION, CANCELATION OR TRANSFER OF AUTOMOBILE ENDORSEMENT**

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**Division I — Automobile Added —** To afford insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type; Truck Load Capacity; Tank Gallonage Capacity	Serial, Motor or Identification Number (Indicate which by S, M or I)	Rating Symbol or List Price	Actual Cost Complete
1963	White	Tandem	645977	\$	\$
Date Purchased	New/Used	The named insured is the sole owner of the automobile, except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, unless otherwise stated herein:		If mortgaged or otherwise encumbered, state amount and to whom:	

The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein.

**Division II — Automobile Eliminated —** To discontinue insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type	Serial, Motor or Identification Number

**Division III —** The insurance afforded is only with respect to such and so many of the following coverages as are indicated by an additional or return premium or the words "no charge" in the premiums column. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	
		Additional	Return
Bodily Injury Liability	\$ 100,000.00 each person		
	\$ 300,000.00 each occurrence	\$ 200.00	\$
Property Damage Liability	\$ 50,000.00 each occurrence	\$ 196.00	\$
Automobile Medical Payments	\$ each person	\$	\$
Comprehensive (Includes Fire, Theft, Wind and Combined Additional Coverage)	\$ ACV	\$ 35.00	\$
Collision or Upset	Actual Cash Value Less \$ 100. Deductible	\$ 248.00	\$
Fire, Lightning and Transportation	\$	\$	\$
Theft, Robbery and Pilferage	\$	\$	\$
Windstorm, Hail, Earthquake or Explosion	\$	\$	\$
Combined Additional Coverage		\$	\$
Towing and Labor Costs	\$ each disablement	\$	\$
Uninsured Motorists	\$12,500 each person \$25,000 each accident	\$ 4.00	\$
		\$	\$
	<b>TOTAL PREMIUM</b>	<b>\$ 683.00</b>	<b>\$</b>

If the premium for this policy is payable in installments the unpaid installments are changed to:

Date Due

Amount

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective 2-24-73 at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. GLA 59 97 47 issued to Obitts Chemical Company

Countersigned by [Signature]  
Authorized Representative

J.C. Bishop President.

**ADDITION, CANCELTATION OR TRANSFER OF AUTOMOBILE ENDORSEMENT**

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**Division 1—Automobile Added**—To afford insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type, Truck Load Capacity, Tank Gallonage Capacity	Serial, Motor or Identification Number (Indicate which by S, M or I)	Rating Symbol or List Price	Actual Cost Complete
1973	Allis Chalmers Fork Lift Truck		17307466	\$ \$	\$ \$
Date Purchased	New/Used	The named insured is the sole owner of the automobile, except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, unless otherwise stated herein:		If mortgaged or otherwise encumbered, state amount and to whom:	
				Allis Chalmers Corporation 20800 Center Ridge Road Cleveland, Ohio	

The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein.

**Division II — Automobile Eliminated — To discontinue insurance with respect to the following described automobile:**

Year Model	Trade Name	Body Type	Serial, Motor or Identification Number

**Division III** — The insurance afforded is only with respect to such and so many of the following coverages as are indicated by an additional or return premium or the words "no charge" in the premiums column. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	
		Additional	Return
	\$ 100,000 each person		
	\$ 300,000 each occurrence	\$ 10.00	\$
Bodily Injury Liability			
Property Damage Liability	\$ 50,000 each occurrence	\$ 3.00	\$
Automobile Medical Payments	\$ each person	\$	\$
Comprehensive (Includes Fire, Theft, Wind and Combined Additional Coverage)	\$ 11,310.	\$ 54.00	\$
Collision or Upset	Actual Cash Value Less \$ 250. Deductible	\$ 83.00	\$
Fire, Lightning and Transportation	\$	\$	\$
Theft, Robbery and Pilferage	\$	\$	\$
Windstorm, Hail, Earthquake or Explosion	\$	\$	\$
Combined Additional Coverage		\$	\$
Towing and Labor Costs	\$ each disbursement	\$	\$
Uninsured Motorists	\$ each person \$ each accident	\$	\$
		\$	\$
	TOTAL PREMIUM	\$ 150.00	\$

**If the premium for this policy is payable in installments the unpaid installments are changed to:**

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective 5/14/13 at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)  
CIA-50-00-12

Attached to and forming a part of Policy No. 004 57 77 47 issued to .....

Countersigned by [Signature]  
Authorized Representative

100-2-344, Alvin, 1

AC 334 1-73

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## Background

*J. C. Bishop* President.

*February 14, 1974*

*Insurance Service Office*

*Gentlemen:*

*Please recognize Don Wolcott, Inc. as my Agent of Record and representative on insurance matters in connection with my property consisting of buildings and contents located at 142 Locust Street, Elyria, Ohio 44035.*

*R. W. Obitts* 

*RWO/co*



## OHIO FARMERS INSURANCE COMPANY LeROY, OHIO

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes this policy.

STOCK PLAN

Agent **H. H. Benham Insurance Agency, Inc.**Town **Elyria**State **Ohio**Agency No. **134-2-344**Renewal of **GLA 56 28 03**

ITEM 1. Insured's Name and Mailing Address (No., Street, Town or City, County, State, Zip)

**Obitts Chemical Co.**  
**P.O. Box 375**  
**Elyria, Ohio 44035 Lorain Co.**

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation  
☐ (Other)

Business of the named insured is:

Industrial Solvents

ITEM 2.

Policy Period: From **December 22, 1971** to **December 22, 1972**12:01 A.M., standard time at the address  
of the named insured as stated herein.

Audit Period: Annual, unless otherwise stated

ITEM 3.

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

Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$2103.00	AC401	Automobile Liability Insurance — Comprehensive
\$ 15.00	AC402	Automobile Medical Payments Insurance
\$2740.00	AC404	Automobile Physical Damage Insurance
\$		Automobile Physical Damage Insurance — Dealers
\$		Completed Operations and Products Liability Insurance
\$ 815.00	AC407	Comprehensive General Liability Insurance
\$		Comprehensive Personal Insurance
\$		Contractual Liability Insurance
\$		Druggists' Liability Insurance
\$		Elevator Collision Insurance
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance
\$		Farmer's Comprehensive Personal Insurance
\$		Farmer's Medical Payments Insurance
\$		Garage Insurance
\$		Hospital Professional Liability Insurance
\$		Manufacturers' and Contractors' Liability Insurance
\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Personal Injury Liability Insurance
\$		Premises Medical Payments Insurance
\$		Storekeepers Liability Insurance
\$ 25.00	AC426	Uninsured Motorists Insurance
		Endorsements: (describe and identify by form number)
\$	AC347	GA51b FA156
\$	A3807	GA51b GA25
\$	A3409	AC132
\$	G304	AC132
\$	GA51b	G335
\$5698.00	Total Advance Premium for this policy.	

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

Due Date	Amount	Due Date	Amount	Due Date	Amount
\$		\$		\$	

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

COUNTERSIGNATURE DATE

By  Authorized Representative

## DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;  
(Comprehensive General; Owners', Landlords' and Tenants')
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;  
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Owners' and Contractors' Protective)
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;  
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Completed Operations and Products)
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;  
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations)
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;  
(Comprehensive General; Completed Operations and Products)
6. "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum  
"Class A" means all clerical office employees  
"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service managers and chauffeurs  
"Class C" means all other employees;  
(Garage Insurance)
7. A. "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;  
B. "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;  
C. "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons;  
(Comprehensive Automobile Liability)
8. "cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.  
(Contractual Liability Insurance (Designated Contracts Only))

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## EXTENSION OF TERRITORIAL COVERAGE

(applicable only if this policy is issued in the States of Arizona or California)

Paragraph (1) of the Definition of "Policy Territory" is deleted in its entirety and the following is substituted therefor: (1) The Continent of North America or the Territories or Possessions of the United States of America, or

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE PART

OHIO FARMERS INSURANCE COMPANY  
WESTFIELD INSURANCE COMPANY  
LE ROY, OHIO

SCHEDULE

Policy No. GLA 58 49 05

COVERAGES						LIMITS OF LIABILITY	
C. Bodily Injury Liability						\$100,000.	each person
						\$300,000.	each occurrence
D. Property Damage Liability						\$50,000.	each occurrence
AUTOMOBILE LIABILITY HAZARDS							
DESCRIPTION OF HAZARDS						ADVANCE PREMIUM	
1. Owned Automobiles — Premium Basis—Per Automobile						BODILY INJURY	PROPERTY DAMAGE
Town or City and State in Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
Elyria, Ohio		See Schedule AC347				1077.00	1018.00
2. Hired Automobiles — Premium Basis—Cost of Hire							
Types Hired	Locations Where Automobiles Will Be Principally Used		Purposes of Use	Estimated Cost of Hire	Rates Per \$100 Cost of Hire		
					BI	PD	
Private Passenger	Elyria, Ohio		Pleasure & Business	if any as per manual			
Commercial			Commercial				
3. Non-Owned Automobiles — Premium Basis—Class 1 Persons and Class 2 Employees							
Class 1 Persons—Name of Each			Location of Headquarters of Persons Named Herein				
if any			Elyria, Ohio			7.00	1.00
Class 2 Employees—Estimated Average Number			Location of Headquarters of Class 2 Employees		Rates Per Employee		
					BI	PD	
if any			Elyria, Ohio		.264	.113	
Total Advance B.I. and P.D. Premiums						1084.00	1019.00
Total Advance Premium						\$ 2103.00	

# COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

## I. COVERAGE C—BODILY INJURY LIABILITY

### COVERAGE D—PROPERTY DAMAGE LIABILITY

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

Coverage C. bodily injury or

Coverage D. property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) to property damage to
  - (1) property owned or being transported by the insured, or
  - (2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;
- (e) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision.

## II. PERSONS INSURED

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

- (a) the named insured;
  - (b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
  - (c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:
    - (i) a lessee or borrower of the automobile, or
    - (ii) an employee of the named insured or of such lessee or borrower;
  - (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a), (b) or (c) above.
- None of the following is an insured:

- (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;
- (iii) an executive officer with respect to an automobile owned by him or by a member of his household;

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

- (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or
  - (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;
- (v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

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

## III. LIMITS OF LIABILITY

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

**Coverage C**—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

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

**Coverages C and D**—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## IV. POLICY PERIOD; TERRITORY

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

## V. ADDITIONAL DEFINITIONS

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

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

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

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

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

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

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

## VI. ADDITIONAL CONDITION

### Excess Insurance—Hired and Non-Owned Automobiles

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

AUTOMOBILE MEDICAL PAYMENTS INSURANCE COVERAGE PART

**OHIO FARMERS INSURANCE COMPANY                      WESTFIELD INSURANCE COMPANY**

LeRoy, Ohio

**SCHEDULE**

For attachment to Policy No. GLA 58 49 05, to complete said policy.

COVERAGE	LIMIT OF LIABILITY	ADVANCE PREMIUM
F. Automobile Medical Payments	\$ 2,000. each person	\$ 15.00
<b>DESIGNATED PERSON INSURED</b>		
		\$
		\$
		\$
		\$
		\$
		\$
Total Advance Premium		\$ 15.00

**DESIGNATION OF AUTOMOBILES—Division 1**

- (1) ☐ Any owned automobile
- (2) ☐ Any hired automobile
- (3) ☐ Any licensed owned private passenger automobile
- (4) ☒ Any automobile described in the schedule and designated "M.P."
- (5) ☐ Any non-owned automobile
- (6) ☐ \_\_\_\_\_

**I. COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS**

The company will pay all reasonable medical expense incurred within one year from the date of the accident:

- Division 1.** to or for each person who sustains bodily injury, caused by accident, while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this policy with respect to such use;
- Division 2.** to or for each insured who sustains bodily injury, caused by accident, while occupying or, while a pedestrian, through being struck by a highway vehicle.

**Exclusions**

This insurance does not apply:

- (a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (b) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) under Division 1, to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured, but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) under Division 2, to bodily injury sustained while occupying a highway vehicle owned by any insured, or furnished for the regular use of any insured by any person or organization other than the named insured.

**II. PERSONS INSURED—DIVISION 2.**

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

- (a) any person designated as insured in the schedule;
- (b) while residents of the same household as such designated person, his spouse and the relatives of either;
- and if such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

**III. LIMIT OF LIABILITY**

The limit of liability for Automobile Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any person, including any insured, as the result of any one accident.

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

**IV. ADDITIONAL DEFINITIONS**

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"designated automobile" means an automobile designated in the schedule and includes:

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and
- (b) a trailer designed for use with a private passenger automobile, if not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer;

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

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

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

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

**V. POLICY PERIOD; TERRITORY**

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of "policy territory".

**VI. ADDITIONAL CONDITIONS**

**A. Medical Reports; Proof and Payment of Claim**

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

**B. Excess Insurance**

Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy.

AUTOMOBILE PHYSICAL DAMAGE INSURANCE COVERAGE PART  
(FLEET AUTOMATIC)

OHIO FARMERS INSURANCE COMPANY

WESTFIELD INSURANCE COMPANY

LeRoy, Ohio

For attachment to Policy No.

GLA 58 49 05

, to complete said policy.

SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such covered automobiles as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in Item 5. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.											
COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY—Each covered automobile					ADVANCE PREMIUM				
		IF ACTUAL CASH VALUE (ACV) Enter: "ACV" and DEDUCTIBLE	IF STATED AMOUNT, Enter: AMOUNT and DEDUCTIBLE	OTHERWISE, Enter: "S", meaning "as separately stated in Item 2(c)"							
O. Comprehensive	1	ACV	\$	\$	\$		\$ 716.00				
P. Collision	1	\$100.	\$			S-Item #3 S-Item 15&10	\$ 2024.00				
Q. Fire, Lightning or Transportation			\$	\$	\$		\$				
R. Theft			\$	\$	\$		\$				
S. Windstorm, Hail, Earthquake or Explosion			\$	\$	\$		\$				
T. Combined Additional			\$	\$	\$		\$				
V. Towing (Not available in California)			\$25 for each disablement					\$			
Form Nos. of Endorsements forming part of this insurance at issue:							Advance Premium for Endorsements	\$			
							Total Advance Premium	\$ 2740.00			
Maximum Limit of Liability:	Any one covered automobile \$		All covered automobiles at any one location \$			All covered automobiles \$ ACV					
Records to be submitted:		monthly		quarterly		semi-annually					
Audit Period:		monthly		quarterly		semi-annually	annually				
2. Covered Automobiles as of Effective Date of this Insurance											
(a) Description; Purposes of Use — (P&B—Pleasure and Business; C—Commercial)											
AUTO.	Year Model; Trade Name; Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model				Principally garaged in (Town, State)		Purpose of use	Classification			
1.					Elyria, Ohio						
2.	See AC347										
3.											
(b) Facts Respecting Purchase											
AUTO.	List Price	Actual Cost	Purchased Mo. & Yr. New; Used (N) (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:						
1.											
2.											
3.											
(c) Limit of Liability (if not stated in Item 1); Net Rates; Advance Premium											
AUTO.	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for:		NET RATES	ADVANCE PREMIUM							
	Coverages other than Collision Enter: Amt. or "ACV" & Deductible	Collision Enter: "ACV" & Deductible		Comprehensive	Collision	Fire, Lightning or Transportation	Theft	Windstorm, Hail, Earthquake or Explosion	Combined Additional	Towing	
15			250.	\$	\$	\$	\$	\$	\$	\$	
3			Not Covered	\$	\$	\$	\$	\$	\$	\$	
10			Not Covered	\$	\$	\$	\$	\$	\$	\$	
"ACV"—Actual Cash Value				TOTALS	\$	\$	\$	\$	\$	\$	
3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of every covered automobile designated in Item 1 as covered under this insurance, unless otherwise stated herein:											
4. Business of the named insured is Industrial Solvents											
5. Explanation of entries in Item 1 for designating the covered automobiles to which this insurance applies, under each Coverage afforded: 1 = all covered automobiles 2 = all registered covered automobiles 3 = all covered automobiles of the private passenger type 4 = all covered automobiles of the commercial type 5 = the covered automobiles described in Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "covered automobile" definition) When so entered in addition to numerals 1, 2, 3 or 4: 6 = excluding vehicles leased to the named insured 7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least \$_____											

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(over)

I. COVERAGE AGREEMENTS

1. The company will pay for loss to covered automobiles:

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

**COVERAGE P—COLLISION**—caused by collision;

**COVERAGE Q—FIRE, LIGHTNING OR TRANSPORTATION**—caused by

- (a) fire or lightning,  
(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or  
(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

**COVERAGE R—THEFT**—caused by theft or larceny;

**COVERAGE S—WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION**—caused by windstorm, hail, earthquake or explosion;

**COVERAGE T—COMBINED ADDITIONAL**—caused by

- (a) windstorm, hail, earthquake or explosion,  
(b) riot or civil commotion,  
(c) the forced landing or falling of any aircraft or its parts or equipment,  
(d) malicious mischief or vandalism,  
(e) flood or rising waters, or  
(f) external discharge or leakage of water;  
provided that, with respect to each covered automobile,  
(i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss

in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

- (ii) under the Combined Additional coverage, \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. The company will pay:

**COVERAGE V—TOWING**—for towing and labor costs necessitated by the disablement of covered automobiles, provided the labor is performed at the place of disablement.

3. SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the company will:

- (a) with respect to such transportation insurance as is afforded herein, pay general average; and salvage charges for which the named insured becomes legally liable;  
(b) reimburse the named insured, in the event of a theft covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such covered automobile is returned to use or the company pays for the loss; but, as to any one such theft, such reimbursement shall not exceed \$110 for any one day nor \$300 total.

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

Exclusions

This insurance does not apply:

- (a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;  
(b) to damage which is due and confined to:  
(i) wear and tear, or  
(ii) freezing, or  
(iii) mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this insurance;

(c) to tires, unless

- (i) less be coincident with and from the same cause as other loss covered by this insurance; or
- (ii) damaged by fire (and, if a covered automobile of the private passenger type, by malicious mischief or vandalism) or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(d) to loss due to

- (i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (ii) radioactive contamination;

(e) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a covered automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(f) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(g) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-driven.

## II. LIMIT OF LIABILITY

1. The limit of the company's liability for loss to any one covered automobile shall not exceed the least of the following amounts:

- (a) the actual cash value of such covered automobile, or if the loss is to a part thereof the actual cash value of such part, at time of loss; or
- (b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduction for depreciation; or
- (c) the limit of liability stated in the schedule as applicable to "each covered automobile" under the coverage afforded for the loss to such covered automobile, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a covered automobile newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one covered automobile."

2. The total limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed:

- (a) as to all covered automobiles at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one covered automobile;
- (b) as to all covered automobiles, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one covered automobile and (ii) any one location.

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

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

## IV. ADDITIONAL DEFINITIONS

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

"collision" means (i) collision of a covered automobile with another object or with a vehicle to which it is attached, or (ii) upset of such covered automobile;

"commercial type" means

- (i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or
- (ii) an altered private passenger type vehicle used for retail or wholesale delivery;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a covered automobile to which this insurance applies and is:

- (i) owned by the named insured, or
- (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the named insured during the policy period provided, however, that:

- (i) it replaces a described covered automobile, or as of the date of its delivery this insurance applies to all covered automobiles, and

(ii) the named insured notifies the company within 30 days following such delivery date;

but "covered automobile" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured, unless specifically stated otherwise by endorsement forming a part of the policy;

"loss" means direct and accidental loss or damage;

"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "purposes of use":

"commercial" means use principally in the business occupation of the named insured as stated in the schedule, including occasional use for personal, pleasure, family and other business purposes;

"pleasure and business" means personal, pleasure, family and business use.

## V. CONDITIONS

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

1. **Named Insured's Duties in Event of Loss.** In the event of loss the named insured shall:

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

2. **Payment for Loss.** With respect to any loss covered by this insurance, the company may pay for said loss in money, or may:

- (a) repair or replace the damaged or stolen property, or
  - (b) return at its expense any stolen property to the named insured, with payment for any resultant damage thereto, at any time before the loss is so paid or the property is so replaced, or
  - (c) take all or any part of the damaged or stolen property at the agreed or appraised value,
- but there shall be no abandonment to the company.

3. **Appraisal.** If the named insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

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

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

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

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART  
OHIO FARMERS INSURANCE COMPANY WESTFIELD INSURANCE COMPANY  
Westfield Center, Ohio

SCHEDULE

Policy No. GLA 58 49 05

COVERAGES		LIMITS OF LIABILITY				
A. Bodily Injury Liability	\$ 100,000.	each person				
	\$ 300,000.	each occurrence				
	\$ 300,000.	aggregate				
B. Property Damage Liability	\$ 50,000.	each occurrence				
	\$ 50,000.	aggregate				
GENERAL LIABILITY HAZARDS						
Location of all premises owned by, rented to or controlled (ENTER "SAME" IF SAME AS ITEM 1. OF DECLARATIONS) by the named insured 145 Locust St., Elyria, Ohio						
Interest of named insured in such premises Owner "OWNER", "GENERAL LESSEE" OR "TENANT"						
Part occupied by named insured Entire						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration			
Oil Refining--petroleum	4740	(c)85,000.	.231	.728	196.00	619.00
Elevators (Number at Premises)		Number Insured	Per Elevator			
Independent Contractors		Cost	Per \$100 of Cost			
No exposure at effective date of policy		if any	as per manual			
Completed Operations		(a) Receipts	(a) Per \$1,000 of Receipts			
Not Covered - See G304						
Products		(b) Sales	(b) Per \$1,000 of Sales			
Not Covered - See G304						
Total Advance B.I. and P.D. Premiums					196.00	619.00
Total Advance Premium					\$ 815.00	

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



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

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

Coverage A. bodily injury or  
Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

**Exclusions**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor,
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (o) to property damage included within:
  - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
  - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
  - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

**II. PERSONS INSURED**

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

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only, if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
  - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
  - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

**III. LIMITS OF LIABILITY**

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

**Coverage A**—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

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

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

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

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

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**IV. POLICY PERIOD; TERRITORY**

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

OHIO FARMERS INSURANCE COMPANY

WESTFIELD INSURANCE COMPANY

LeRoy, Ohio

SCHEDULE

For attachment to Policy No. GIA 58 49 05, to complete said policy.

COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
U. Uninsured Motorists	\$ 12,500. each person	\$ 25.00 Incl.
	\$ 25,000. each accident	

Designated Insured

Description of Insured Highway Vehicles (Check appropriate box)

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

I. COVERAGE U—UNINSURED MOTORISTS  
(Damages for Bodily Injury)

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

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

Exclusions

- This insurance does not apply:
- (a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
  - (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
  - (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

- (a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

- (1) all sums paid on account of such bodily injury by or on behalf of
  - (i) the owner or operator of the uninsured highway vehicle and
  - (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,
 including all sums paid under the bodily injury liability coverage of the policy, and
- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury liability coverage of the policy.
- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;
  - (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
  - (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;
- but the term "insured highway vehicle" shall not include:

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured**; or
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

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

"uninsured highway vehicle" means:

- (a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder; or
  - (b) a **hit-and-run vehicle**;
- but the term "uninsured highway vehicle" shall not include:
- (i) an **insured highway vehicle**,
  - (ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
  - (iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

## VI. ADDITIONAL CONDITIONS

### A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured**.

### B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

### C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover **damages** from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

**FLORIDA, KENTUCKY AND WISCONSIN EXCEPTION.** It is agreed that the term "uninsured automobile" includes an automobile with respect to which there is a **bodily injury liability policy** applicable at the time of the accident but the company writing the same becomes insolvent within one year after such accident.

**CALIFORNIA EXCEPTION.** It is agreed that the provisions relating to Protection Against Uninsured Motorists are amended as follows:

#### 1. Subsections (b), (c) and (d) of the provision entitled "Limits of Liability" are deleted and the following substituted therefor:

- (b) Any loss payable under the terms of this Coverage to or for any person shall be reduced by:
  - (1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;
  - (2) amounts paid or payable to or for such person under any valid and collectible automobile insurance available to the insured to afford benefits for medical expenses;
  - (3) the amount the insured is entitled to recover from any other person insured under the Bodily Injury Liability Coverage of this policy; and
  - (4) all sums paid by or on behalf of the owner or operator of the uninsured automobile and any other person or organization jointly or severally liable together with such owner or operator for bodily injury to an insured.

#### 2. The provision entitled "Other Insurance" is replaced by the following:

**Other Insurance:** With respect to bodily injury to any insured occupying an automobile other than an owned automobile to which the Bodily Injury Liability Coverage applies, the insurance hereunder shall not apply if the owner of such automobile has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the insured has other similar insurance available to him, any damages shall be deemed not to exceed the higher of the applicable limits of the respective Coverages and such damages shall be pro-rated between such Coverages in such proportion as each Coverage bears to the total of such limits.

#### 3. The provision entitled "Action Against Company" is amended to read as follows:

**Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this policy nor unless within one year from the date of the accident:

- (a) suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- (b) agreement as to the amount due under this Coverage has been concluded, or
- (c) the insured or his legal representative has formally instituted arbitration proceedings.

**MARYLAND EXCEPTION.** It is agreed that such insurance as is afforded by Protection Against Uninsured Motorists with respect to an automobile principally garaged in the State of Maryland, does not apply to any accident occurring in the State of Maryland.

**MICHIGAN EXCEPTION:** It is agreed that the term "uninsured automobile" includes an automobile with respect to which the owner or operator is insured against liability for bodily injury, sickness or disease, including death, resulting therefrom, by an insolvent insurer.

**NEW JERSEY EXCEPTION:** It is agreed that such insurance as is afforded by Protection Against Uninsured Motorists with respect to an automobile principally garaged in the State of New Jersey, does not apply to any accident occurring in the State of New Jersey.

## D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

## E. Other Insurance.

With respect to **bodily injury** to an **insured** while occupying a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the **damages** shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

## F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover **damages** from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

## G. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the **damages** which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as **damages** from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

## H. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the **insured**, or
  - (b) if the **insured** be a minor to his parent or guardian, or
  - (c) if the **insured** be deceased to his surviving spouse, otherwise
  - (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the **damages** which the payment represents;
- provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

# SCHEDULE OF AUTOMOBILES

This schedule becomes effective .....December 22, 1971..... 12:01 A. M. standard time. Attached to and forming a part of policy No. ....GLA 58 49 05.....

*The insurance afforded for any one automobile is only with respect to such and so many of the coverages as are indicated by specific premium charge or charges indicated in this schedule of automobiles.*

Year and Item	Trade Name Serial Number	Body Type Motor Number	Date Purchased List Price Or Symbol	New Or Used Cost To Insured	Weight Class	Amount of Insurance	COVERAGES AND PREMIUMS						
							Comp.	Collision Amount Deductible    Premium		Medical Payments	Bodily Injury	Property Damage	Uninsured Motorists
1955 1.	Fruehauf Semi-Tank Trailer					ACV	36.00	100.	176.00		24.00	24.00	
1950 2.	Fruehauf	Van Trailer				ACV	25.00	100.	124.00		24.00	24.00	
1948 3.	Kingham Flat Bed	Tank Trailer				ACV	20.00				Included		
1956 4.	Trailmobile			7500.		ACV	34.00	100.	89.00		Stand By		
1957 5.	Trailmobile	Tanker				ACV	10.00	100.	26.00		Stand By		
1952 6.	Fruehauf	Platform Tanker				ACV	13.00	100.	32.00		Included		
1967 7.UMMF	Oldsmobile 334697M170746	4 Dr. Sedan	3-6			ACV	12.00	100.	59.00	15.00	112.00	71.00	5.00
1967 8.UM	White 688418	Tractor		18,000.		ACV	85.00	100.	262.00		194.00	190.00	5.00
1956 9.	Butler Tank Trailer 56012032M					ACV	25.00	100.	64.00		Included		
1963 10.	Highway Semi-Tank Trailer 136045			2400.		ACV	10.00				Not Covered		
1968 11.UM	Chevrolet 638F125920	Cab & Chassis		7343.		ACV	42.00	100.	200.00		243.00	238.00	5.00
1967 12.UM	Ford F80FUA32525	Tractor				ACV	85.00	100.	262.00		194.00	190.00	5.00
1966 13.	Fruehauf FWG596101	Trailer				ACV	10.00	100.	26.00		19.00	19.00	
1959 14.	Standard 29519F	Steel Tanker		3500.		ACV	20.00	100.	102.00		24.00	24.00	
1971 15.UM	Mack Diesel Tractor R685ST20880		6/71	21,600.		ACV	289.00	250.	602.00		243.00	238.00	5.00
							716.00		2024.00	15.00	1077.00	1018.00	25.00

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

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

**AUTOMOBILE MEDICAL PAYMENTS INSURANCE**

**TRUCKMEN – LOCAL**

It is agreed that the insurance applies with respect to the **automobile** described below or designated in the policy as subject to this endorsement, subject to the following additional provisions:

- (a) The loading and unloading limitation of paragraph (c) of the "Persons Insured" provision does not apply to any person or organization or any agent or employee thereof engaged in the business of transporting property by **automobile** for the **named insured** or for others.
- (b) Except with respect to the **named insured** or an employee thereof, but subject otherwise to the "Persons Insured" provision, the insurance does not cover as an **insured** any person or organization, or any agent or employee thereof, engaged in the business of transporting property by **automobile** for the **named insured** or for others under any of the following conditions:
  - (1) if the **bodily injury** or **property damage** occurs while such **automobile** is not being used exclusively in the business of the **named insured** and over a route the **named insured** is authorized to serve by federal or public authority, but this limitation shall not apply to an **automobile** while en route, at the request of the **named insured**, to engage in such exclusive use and not transporting property for others; or
  - (2) if such person or organization so engaged is subject to the security requirements of any motor carrier law and satisfies any such requirements by any means other than automobile liability insurance; or
  - (3) if such person or organization so engaged is insured under an automobile liability insurance policy which affords coverage for **automobiles** hired by such person or organization but which does not insure on a direct primary basis the owners of such **automobiles** and the agents and employees of such owners while such **automobiles** are being used exclusively in the business of such person or organization and over a route such person or organization is authorized to serve by federal or public authority; or
  - (4) if such person or organization is an independent contractor so engaged in local pick-up or delivery operations for the **named insured** in a territory such person or organization is authorized to serve by federal or public authority;

provided, however, a driver or other person furnished to the **named insured** with an **automobile** hired by the **named insured** shall be deemed not to be an employee of the **named insured**.

- (c) Except with respect to the **named insured** the insurance with respect to any **trailer** does not cover as an **insured** any rail, water or air carrier, or any agent or employee thereof, if the **bodily injury** or **property damage** occurs while the **trailer** is detached from an **automobile** used by the **named insured** and

- (1) is being transported by such carrier, agent or employee or
- (2) is being loaded on or unloaded from any unit of transportation used by such carrier, agent or employee.
- (d) With respect to any **automobile** of the commercial type while leased or loaned to any person or organization, other than the **named insured**, engaged in the business of transporting property by **automobile** for others, or any hired **private passenger automobile**, the insurance under this endorsement shall be excess insurance over any other valid and collectible insurance available to the **insured**. Otherwise, the insurance under this endorsement is primary insurance.
- (e) If regular or frequent trips are made outside a fifty mile radius of the limits of the city or town where the **automobile** is principally garaged as stated in the policy, the insurance does not apply to any **bodily injury** or **property damage** which occurs during any such trip, or return therefrom.

**Description of Automobile:**

**All commercial vehicles as described in AC347, and/or any replacement thereof.**

**Provision "E" above is deleted.**

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by .....  
Authorized Representative

*T. B. Rowe*  
T. B. Rowe, President

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

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

**ERRONEOUS DELIVERY OF LIQUID PRODUCTS**

It is agreed that the insurance with respect to any **automobile** does not apply to **bodily injury** or **property damage** arising out of the delivery of any liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another, if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned at the site of such delivery. Operations which may require further service or maintenance work, or correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise complete, shall be deemed completed.

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. .... issued to .....

.....  
by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed ..... Agent

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)**

#### LOSS PAYABLE CLAUSE

Loss or damage, if any, under this insurance shall be payable as interest may appear to See Below and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the **named insured** fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

**Elyria Savings & Trust National Bank**  
**Elyria, Ohio**

**Applies to Items #11, 13, & 14 as described in AC347.**

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by  .....  
Authorized Representative

  
T. B. Rowe, President



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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**EXCLUSION**  
**(Completed Operations Hazard and Products Hazard)**

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury or property damage** included within the **Completed Operations Hazard** or the **Products Hazard**.

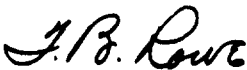
This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....  
.....

Countersigned by .....  
Authorized Representative

  
T. B. Rowe, President

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)**

**LOSS PAYABLE CLAUSE**

Loss or damage, if any, under this insurance shall be payable as interest may appear to See Below and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancelation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the **named insured** fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

**Elyria Savings & Trust Co.**  
**Elyria, Ohio**

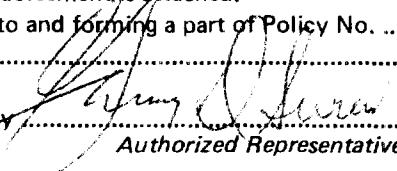
**See Auto Schedule - AC347 - attached.**

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by  .....  
Authorized Representative

  
T. B. Rowe, President

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)**

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)**

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)**

#### LOSS PAYABLE CLAUSE

**See Below**

Loss or damage, if any, under this insurance shall be payable as interest may appear to \_\_\_\_\_ and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the **named insured** fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

**Mack Truck, Inc. and/or  
Mack Financial Corp. and/or  
Their Respective Assigns  
13600 Broadway Ave.  
Garfield Hts., Ohio**

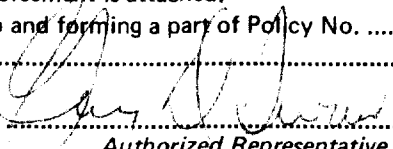
**Applies to Item #15 on Automobile Schedule - AC347.**

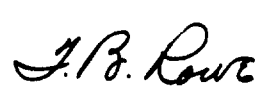
This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by  .....  
Authorized Representative

  
T. B. Rowe, President

Endorsement No. ....1.....

## GENERAL ENDORSEMENT

It hereby is agreed that this policy does not provide  
coverage for BI & PD on the 1963 Highway Semi-Tank Trailer -  
S#136045.

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy  
to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....  
.....

Countersigned by  .....  
Authorized Representative

AC 132 Reprinted 10-71

  
T. B. Rowe, President

**GENERAL ENDORSEMENT**

It hereby is agreed that such insurance as is afforded by the policy for Coverage C Bodily Injury Liability and for Coverage D Property Damage with respect to the automobile described below or designated in the policy as subject to this endorsement applies only while the automobile is used on the named Insured's Premises and on the ways contiguous thereto and while the automobile is operated to and from the place of garaging or servicing; and that the definition of "Commercial" in the policy is amended accordingly:

1948 Kingham Flat Bed Tank Trailer  
1952 Fruehauf Platform Tanker  
1956 Butler Tank Trailer S#56012032M

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to.....

Countersigned by  .....  
Authorized Representative

  
T. B. Rowe, President

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE  
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE—  
NEW YORK DEPARTMENT OF PUBLIC WORKS  
STOREKEEPER'S INSURANCE

**EXCLUSION**  
**(Contamination or Pollution)**

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

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy  
(INSERT DATE)  
to which this endorsement is attached.

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by .....

*Authorized Representative*

*T. B. Rowe*  
T. B. Rowe, President

**FOUR STAR BUDGET PLAN  
SUPPLEMENTARY INSTALLMENT PREMIUM ENDORSEMENT**

(MAY BE ATTACHED TO ANNUAL POLICIES OR ANY OTHER POLICY PAYABLE ANNUALLY)

Renewal of GIA 56 28 03.....

Was expiring policy on Four Star Budget Plan? ☒ Yes ☐ No

Policy No. GIA 58 49 05.....

Issued to Obitts Chemical Co......

P.O. Box 375, Elyria, Ohio 44035 Lorain Co......

by OHIO FARMERS INSURANCE COMPANY, of Westfield Center, Ohio, or WESTFIELD INSURANCE COMPANY of Westfield Center, Ohio, as the interest of either of said companies may appear in the above-mentioned policy.

Agency Elyria, Ohio 134-2-344

1. Number of Payments per year:      Monthly ..... (12) Quarterly ..... (4) Semi-Annually .. (2)	12	SUBSEQUENT YEARS OF POLICY TERM — IF DIFFERENT
2. Annual Premium if paid annually	\$ <u>5698.00</u>	\$
3. Pro-rate (Line 2 divided by Line 1)	\$ <u>474.83</u>	\$
4. Payable each installment (Line 3 plus 25¢)	\$ <u>475.08</u>	\$
5. Refundable initial deposit (if renewal, use identical deposit as previous policy)	\$ <u>337.50</u>	
6. Return deposit from previous policy	\$ <u>337.50</u>	
7. Payable at inception (to be collected by agent) Policy new to Four Star Budget Plan — a. First installment due at inception — Line 3 plus Line 5 b. First installment <b>not</b> due at inception — Line 5 only Renewal Policy — Previously on Four Star — Line 5 minus Line 6	\$	

Due date of first installment if other than inception date of policy .....

**IMPORTANT:** All policies to be billed together must have:

1. The same installment due date
2. Identical billing name and address

**BILLING NAME AND ADDRESS IF OTHER THAN SHOWN ON POLICY**

Name .....

Number and Street .....

Town and State .....

In consideration of an additional charge of 25¢ per added installment and of the specified initial deposit, the premium otherwise due and payable at inception of this policy and all remaining annual installment premiums (if any) becoming due under this policy, regardless of contrary provisions in the policy or in any other endorsement, are payable in equal pro-rata monthly, quarterly, or semi-annual installments as specified above.

Any additional or return premium arising from endorsement of this policy prior to the due date of the last installment, shall serve to increase or decrease, in equal amounts, all installment payments becoming due after such endorsement.

Upon expiration of this policy, the company is hereby authorized to issue a renewal hereof at its then prevailing rates, and to apply the excess of paid premiums plus deposit over earned premium for this policy to such renewal. This authorization, however, may be withdrawn by the insured by notice to the company at any time prior to the effective date of such renewal.

Upon expiration or cancellation of this policy, and of all renewals, continuations, or extensions hereof (if any), the excess of all paid premiums plus deposit over all earned premium shall be refundable by the company to the insured. If earned premium exceeds paid premiums plus deposit the excess shall be due the company by the insured.

Failure by the insured to pay any installment when due shall be construed as a request of the insured to cancel this policy in which event the company shall, upon demand and surrender of the policy by the insured, or after written notice by the company as provided in the policy, comply with the said request.

**NON-RENEWAL DEPOSIT REFUND APPLICATION\***

[ Deposit refund processing will be facilitated if this endorsement (or a duplicate thereof) is signed by the insured or by the agent and submitted to the company. ]

Application is hereby made for the refund to the named insured of the excess of all paid premium plus deposit over all earned premium due under the policy to which this endorsement is attached.

All installment payments due in accordance with the terms of this endorsement have been paid.  
The policy to which this endorsement is attached has not and will not be renewed, extended or continued.

DATE	INSURED OR AGENT
* Do not apply if policy is to be renewed.	.
Do not apply until <i>all</i> installments have been paid.	.
	.
	.



## ENDORSEMENT

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (FLEET)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (NON-FLEET)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (DEALERS)**

### SOUND-REPRODUCING OR RECORDING EQUIPMENT EXCLUDED

It is agreed that such insurance as is afforded by the policy under the Physical Damage Coverages is subject to the following additional exclusions:

The insurance does not apply:

to loss of or damage to any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile;

to loss of or damage to any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.


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

This endorsement becomes effective ..... at the hour specified in the policy  
(INSERT DATE)  
to which this endorsement is attached.

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by .....

*Authorized Representative*



T. B. Rowe, President

	20850	+
	15500	-
Credit -	5350	T

dup

DATE 4-7-72

To Obitts Chemical Co.  
P. O. Box 375  
Elyria, Ohio

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

**MORTGAGEE:**

**POLICY DATE:**

**CANCELLATION DATE:**

POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
GLA 562803	Ohio Farmers	Audit 12-22-70 to 12-22-71				<del>209.00</del> 208.50

**CREDIT MEMO**

DATE 2-15-73

INVOICE

TO

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

# THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

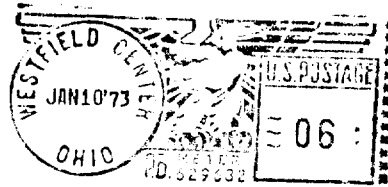
MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
	GLA 58 49 05	Ohio Farmers	Audit from 12-22-71 to 12-22-72		155.00

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.



*Obetta Chemical Company*  
*Post Office Box 375*  
*Elyria, Ohio 44035*

On 1/19/73 I will call on you to make a premium  
audit of the following insurance policies:

..... Workmen's Compensation    ☒ General Liability    ..... Garage Liability

POLICY NO. 584905 AUDIT PERIOD 12-22-71 TO 12-22-72

Please have the following records available:

☒ Payroll Records

..... Sales Records

☒ Auto Fleet Records

..... Sub Contract Cost

..... Hired Vehicle Cost

If you cannot be present on this date, your leaving the records with someone in  
authority will be appreciated.

THANK YOU.

**Westfield Companies**

Ohio Farmers Insurance Co.  
Westfield Insurance Co.  
Westfield Life Insurance Co.  
Westfield National Insurance Co.  
Westfield Securities Co.

Charles Harris  
Premium Auditor

AT 140 6-69

DATE 1-11-73

INVOICE

TO

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

# THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-1-74	SCP 1 81 56	Ohio Farmers	Special Coverage policy		35.00
				1/8/73 Pd. CK #9275	

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.

1342 0344 0322 C081

12 28 72

NO. 9250

Westfield Companies

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
12	22	1972	599747	LIAB	490 42		490 42
			<i>Rd</i>				
				TOTAL	490 42		490 42

YOUR TOTAL PAYMENT SHOULD BE SHOWN IN THIS COLUMN WITHIN THE LAST WEEK OF THE BILL HAS BEEN PREPARED. IF SO, PAY ONLY THE BALANCE. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.



1342 0344 0322 COBI

RETAIN  
THIS  
STUB


DATE PAID

1/22/73

CHECK OR  
MONEY ORDER

NO. 9312

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED (IF UNPAID) OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
1	22	1973	599747	LIAB	462 78		462 78
				TOTAL	462 78		462 78


 PAY THIS AMOUNT TO THE COMPANY IF ANY SHOWN IN THIS COLUMN WITHIN THE LAST 30 DAYS OF THE DUE DATE OF THIS BILL. MAKE PAYMENT TO THE COMPANY BY FIRST DEPOSITING IT TO THE COMPANY'S TOTAL ACCOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

1342 0344 0322 COBI

RETAIN  
THIS  
SLIP

DATE PAID

9/21/73

CHECK OR  
MONEY ORDER

# 9416

NO.

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLING NOT PAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
2	22	1973	599747	LIAB	462 78		462 78
				TOTAL	462 78		462 78

*paid 2/24/73*  
*OK 4/16*

OBITTS CHEMICAL CO

1342 0344 0322 CUBI

**RETAIN  
THIS  
STUB**

WESTFIELD INSURANCE CO. OF OHIO

DATE PAID

11/21/72

CHECK OR  
MONEY ORDER

NO. 9161

NOTE

THIS STUB IS TO BE  
RETAINED BY THE  
INSURED FOR  
RECORDS

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
NO.	DAY	YEAR							
11	22	1972	584905	LIAB	505	83		505	83
				TOTAL	505	83		505	83

Westfield Center, Ohio 44251

Westfield Companies

1342 0344 0322 C O B I

RETAIN  
THIS  
STUB

ANAL. Calcd for  $C_{10}H_{12}O$ : C, 88.10%; H, 11.90%. Found: C, 88.1%; H, 11.9%.

DATE PAID

10/20/70

CHECK OR  
MONEY ORDER

NO.

**Westfield Center, Ohio 44251**

## Westfield Companies

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
10	22	1972	584905	LIAB	505 83		505 83
				TOTAL	505 83		505 83


YOU HAVE 15 DAYS TO PAY YOUR PREMIUM. IF ANY PREMIUM IS DUE, SHOW IT IN THE COLUMN WITHIN THE LAST WEEK OF THE MONTH. IF YOU DO NOT, YOUR POLICY WILL BE CANCELLED. IF YOU HAVE A CURRENT POLICY, YOU MUST PAY THE TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT		PREVIOUSLY PAID	TOTAL	
NO.	DAY	YEAR			DOLLARS	CENTS		DOLLARS	CENTS
9	22	1972	584905	LIAB	505	83		505	83
					TOTAL	505	83		505 83

**RETAIN THIS STUB**

DATE PAID  
9/22/72

CHECK OR MONEY ORDER  
No. 9017



1342 0344 0322 CUBI

RETAIN  
THIS  
STUB

DATE PAID

CHECK OR  
MONEY ORDER

NO.

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BALANCE DUE AND DATE PAID	TOTAL NET AMOUNT DUE
NO.	DAY	YEAR					
8	22	1972	584905	LIAB	505 83		505 83
				TOTAL	505 83		505 83

OBITTS CHEMICAL CO

1342 0344 0322 C081

**RETAIN  
THIS  
STUB**

NO. 100-100-100  
100-100-100

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

NO. 100-100-100  
100-100-100

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
7	22	1972	584905	LIAB	475	08		475	08
					TOTAL			475	08

*paid 7/21/72  
ck. # 8869*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

1342 0344 0322 C O B I

ASSIGNMENT RECORD  
OF PAYMENT

11/20/73

NO. 10142

Westfield Center, Ohio 44251

Westfield Companies

DATE DUE			AMOUNT		TOTAL	
MO.	DAY	YEAR				
11	22	1973	599747	LIAB	685	90
				TOTAL	685	90



OBIITS CHEMICAL CO

1342 0344 0322 C081

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

Westfield Center, Ohio 44251

DATE PAID

CHECK OR  
MONEY ORDER

NO

Westfield Companies

NOTE

SUBJECT TO  
CONDITION ON  
REVERSE SIDE

DATE DUE	POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PAID
MO. DAY YEAR				
10 22 1973	599747	LIAB	685 90	685 90
<p><i>paid 10/22/73</i> <i>ch. # 10039</i></p>				
		TOTAL	685 90	685 90

NOT VALID FOR CASH REFUND. IF ANY AMOUNT IN THIS ACCOUNT WILL BE PAID TO YOU, IT WILL BE PAID TO YOU IN CASH OR BY CHECK. NO CASH REFUND.

UBITIS CHEMICAL CO

1342 0344 0322 CUBI

RETAIN  
THIS  
STUB  
AS YOUR RECORD  
OF PAYMENT

DATE PAID

9/28/73

CHECK OF  
MONEY ORDER

NO. 9958

NATE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE	POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PAID AMOUNT	REMAINDER DUE
9 28 1973	599747	LIAB	685 90	<del>685 90</del>	1377 80
		TOTAL	685 90	<del>685 90</del>	<del>1377 80</del>

NOTE: YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT AT ANY TIME BY NOTING IN THE CO. CANCELLATION BOX. IF YOU CANCEL, YOU WILL BE RESPONSIBLE FOR ALL PREMIUMS PAID TO DATE OF CANCELLATION.

Westfield Companies

Westfield Center, Ohio 44251



UBIITS CHEMICAL CO

1342 0344 0322 CCBI

RETAIN  
THIS  
STUB

AS A RECEIPT  
OF PAYMENT

DATE PAID

7/20/73

CHECK OR  
MONEY ORDER

NO. 9812

NOTE

IF YOU  
DO NOT  
RECEIVE  
THIS STUB

DATE DUE MO. DAY YEAR	POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY PAID OR OVERPAID	TOTAL NET AMOUNT DUE
7 22 1973	599747	LIAB	685 90		685 90
		TOTAL	685 90		685 90

*685.90*

YOU HAVE ONE MONTH TO PAY THIS BILL. IF ANY SHOWN IN THIS COLUMN WITHIN THE LAST  
THREE MONTHS, YOU MUST PAY THE TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Companies

Westfield Center, Ohio 44251

OBITIS CHEMICAL CO

1342 0344 0322 C0B1

RETAIN  
THIS  
STUB

AS ORDERED  
OR EXCHANGE

DATE PAID

6/25/73

CHECK OR  
MONEY ORDER

NO. 9746

NOTE

ORDERED BY  
REF. USE ONLY

DATE DUE MO. DAY YEAR	POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY PAID ON OVERDUE	TOTAL NET AMOUNT DUE
6 22 1973	599747	LIAB	595 70		595 70
		TOTAL	595 70		595 70

IF YOU HAVE PREVIOUSLY PAID THIS AMOUNT, IF ANY SHOWN IN THIS COLUMN WITHIN THE LAST WEEK AND YOU RECEIVED THE BILL IN THE MAIL, AS THIS BILL WAS BEING PREPARED, IF SO, ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Companies

Westfield Center, Ohio 44251

1342 0344 0322 COBI

RETAIN  
THIS  
STUB

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED

DATE PAID

5/25/23

CHECK OR  
MONEY ORDER

NO. 9675

## NOTE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
5	22	1973	599747	LIAB	595 70		595 70
				TOTAL	595 70		595 70

**NOTE**  
 YOU HAVE 15 DAYS TO PAY THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST  
 WEEK, AND YOU MUST SIGN IN THE MAN. AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY  
 CURRENT BILL AMOUNT IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

1342 0344 0322 COBI

RETAIN  
THIS  
STUB


DATE PAID

4/23/73

CHECK OR  
MONEY ORDER

NO. # 9598

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
4	22	1973	599747	LIAB	574 27		574 27
				TOTAL	574 27		574 27



**NOTE** YOU HAVE 15 DAYS TO PAY THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK. AND YOUR BILL WILL BE IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL CO

1342 0344 0322 COBI

**RETAIN  
THIS  
STUB**

KEEP YOUR RECORD  
OF PAYMENT

DATE PAID

3/20/73

CHECK OR  
MONEY ORDER

NO.

9512

NOTE

IF YOU HAVE ANY  
QUESTIONS OR  
RECEIVE A  
RECEIPT

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
3	22	1973	599747	LIAB	488	89		488	89
TOTAL					488	89		488	89

**NOTE:** IF YOU HAVE ANY QUESTIONS OR RECEIVED A RECEIPT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK IS IN THE MAIL AS THIS BILL WAS BEING PREPARED, IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.





UBIITS CHEMICAL CO

1342 0344 0322 C081

**RETAIN THIS STUB**

AS YOUR RECORD OF PAYMENT

DATE PAID

5/22/72

CHECK OR MONEY ORDER

NO. P722

NOTE

SUBJECT TO CONDITIONS ON REVERSE SIDE

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY					
5	22	1972	584905	LIAB	475 08	475 08
TOTAL				475 08		475 08

NO YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Companies Westfield Center, Ohio 44251

OBITTS CHEMICAL CO

1342 0344 0322 C081

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

DATE PAID

4/21/72

CHECK OR  
MONEY ORDER

NO. 8639

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID		TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR								
4	22	1972	534995	LIAB	475	08			475	08
TOTAL					475	08			475	08

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westing House Center, Ohio 44201

Westing Companies

OBITTS CHEMICAL CO

1342 0344 0322 COBI

**RETAIN  
THIS  
STUB**AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID		TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR								
3	22	1972	584905	LIAB	475	08	475	08	950	16
TOTAL					475	08	475	08	950	16

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST  
 WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY  
 CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Pd. 3-22-72  
 #8562

Westfield Center, Ohio 44251

Westfield Companies

OBITIS CHEMICAL CO

1342 0344 0322 C081

**RETAIN  
THIS  
STUB**

 AS YOUR RECORD  
OF PAYMENT

DATE PAID

 CHECK OR  
MONEY ORDER

NO.

NOTE

 SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY					
2	22	1972	584905	LIAB	475 08	950 16
				TOTAL	475 08	950 16

 PA. 475.08  
3-23-72  
#8468

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST  
 WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PLEASE  
 CANCEL THIS BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Companies

Westfield Center, Ohio 44251

***Four Star***    ★   ★   ★   ★   **BUDGET PLAN**

We are pleased to provide this easy plan to pay your insurance premiums.

If you are a new user of this budget plan or have made recent adjustment in your insurance program, this statement may not include all items of your account. Any corrections or changes will automatically appear on your next statement.

---

**Please note!** This invoice is notice of Premiums due. It is not a reinstatement of coverage under any Policy or Policies previously canceled by this Company, nor will payment of this invoice result in reinstatement of any Policy or Policies previously canceled. If a portion of a premium is paid in excess of the earned premium, such excess will be refunded on demand.

***Ohio Farmers Insurance Group***

**OHIO FARMERS INSURANCE COMPANY  
SUPERIOR RISK INSURANCE COMPANY  
COLONIAL HERITAGE LIFE INSURANCE COMPANY**

Total

Bank - 3680.00

Lot - 7939.40

Truck {  
Truck - 8,848.74  
Optimum 10,681.61  
Horn - 599.06  
Station - 8,363.68  
Rope - 236.92

Fluo 20,635.00

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## **IMPORTANT!**

This Endorsement forms a part of your Policy  
or Bond and should be attached to it.

Please **DO NOT FAIL** to do this.

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# CHANGE ENDORSEMENT — AUTOMOBILE

(For use with GLA Policy)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

## Division I — Automobile Added — To afford insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type; Truck Load Capacity; Tank Gallonage Capacity	Serial, Motor or Identification Number (Indicate which by S, M or I)	Rating Symbol or List Price	Actual Cost Complete
				\$	\$
				\$	\$
Date Purchased	New/Used	The named insured is the sole owner of the automobile, except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, unless otherwise stated herein:		If mortgaged or otherwise encumbered, state amount and to whom:	

The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein.

## Division II — Automobile Eliminated — To discontinue insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type	Serial, Motor or Identification Number

**Division III** — The insurance afforded is only with respect to such and so many of the following coverages as are indicated by an additional or return premium or the words "no charge" in the premiums column. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	
		Additional	Return
Bodily Injury Liability	\$ each person		
	\$ each occurrence	\$	\$
Property Damage Liability	\$ each occurrence	\$	\$
Automobile Medical Payments	\$ each person	\$	\$
Comprehensive (Includes Fire, Theft, Wind and Combined Additional Coverage)	\$	\$	\$
Collision or Upset	Actual Cash Value Less \$ Deductible	\$	\$
Fire, Lightning and Transportation	\$	\$	\$
Theft, Robbery and Pilferage	\$	\$	\$
Windstorm, Hail, Earthquake or Explosion	\$	\$	\$
Combined Additional Coverage	\$	\$	\$
Towing and Labor Costs	\$ each disablement	\$	\$
Uninsured Motorists	\$ each person \$ each accident	\$	\$
		\$	\$
		\$	\$
	<b>TOTAL PREMIUM</b>	\$	\$

If the premium for this policy is payable in installments the unpaid installments are changed to:

Date Due

Amount

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at the hour specified in the policy to which this endorsement is attached. (INSERT DATE)

Attached to and forming a part of Policy No. .... issued to .....

Countersigned by  Authorized Representative

  
T. B. Rowe, President

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## **IMPORTANT!**

This Endorsement forms a part of your Policy  
or Bond and should be attached to it.

Please **DO NOT FAIL** to do this.

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)**

**Corrected**

**LOSS PAYABLE CLAUSE**

**See Below**

Loss or damage, if any, under this insurance shall be payable as interest may appear to \_\_\_\_\_ and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the named insured fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

**Mack Truck, Inc.**  
**and/or Mack Financial Corp. and/or**  
**their respective assigns**  
**6500 Pearl Road**  
**Suite #1**  
**Parma Heights, Ohio**

**Applies to Item #15 on Automobile Schedule - AC 347**

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective December 22, 1971 at the hour specified in the policy  
(INSERT DATE)

Attached to and forming a part of Policy No. GA 58 49 05 issued to Obiits Chemical Co.

Countersigned by [Signature]  
Authorized Representative

T. B. Rowe  
T. B. Rowe, President

OBITTS CHEMICAL CO

1342 0344 0322 C081

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

475.08

DATE PAID

1/21/72

CHECK OR  
MONEY ORDER

NO. 8409

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
12	22	1971	584905	LIAB	475	08		475	08
1	22	1972	584905	LIAB	475	08		475	08
TOTAL					950	16		950	16

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Companies, Inc. 44-51

Westfield Companies

JBITTS CHEMICAL CO

1342 0344 0322 CUBI

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SEE REVERSE SIDE  
FOR CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
11	22	1971	562603	LIAB	487 75		487 75
				TOTAL	487 75		487 75

*Pd. 11-22-71  
#8281*

**NOT  
E** YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST  
WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY  
CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Chemical, Ohio 44201

Westfield Companies

OBITTS CHEMICAL CO

1342 0344 0322 COBI

RETAIN

THIS  
STUBDO NOT DESTROY  
THIS STUB

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

THIS BILL IS  
ONE OF SEVERAL  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
10	22	1971	562803	LIAB	487	75		487	75
					TOTAL	487	75		487 75

*Pd. 10-22-71  
#8199*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

Westfield Center, Ohio 44251

Westfield Companies

OBITTS CHEMICAL CO

1342 0344 0322 C0B1

RETAIN THIS STUB  
AT THE BOTTOM OF THE BILL  
DO NOT REMOVE

DATE PAID

9/21/71

CHECK OR  
MONEY ORDER

NO. 8116

NOTE

PRINTED  
REVERSE SIDE

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR				
9	22	1971	562803	LIAB	487 75	487 75
TOTAL				487 75		487 75

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY THE CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

DATE 1-11-72

INVOICE

TO

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

L

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-11-73	SCP 1 48 46	Ohio Farmers	Special Coverage Policy  <i>Pd. 12-22-71</i> <i>#8343</i>		36.00

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.



# RENEWAL CERTIFICATE

OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio

In Consideration of the Payment by the Insured of \_\_\_\_\_

Thirty-Six and no/100 Dollars Premium

Policy No. SCP 1 48 46 is continued in force for the term of Twelve months

from the 11th day of January 19 72, at Noon Standard Time,  
(Insert Time)

to the 11th day of January 19 73, at Noon Standard Time,  
(Insert Time)

Issued to Obitts Chemical Company Insured.

*If, during or subsequent to the term of the policy covered hereby, the company has adopted revised provisions for the form of policy renewed by this certificate in order to afford, without additional premiums, a broader insurance to all risks such as those insured by the policy, the insurance afforded for the policy period stated in this certificate shall be construed in accordance with the provisions of such revisions.*

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its President and attested by its Secretary; but this Extension shall not be valid unless countersigned by a duly Authorized Representative of the Company.

*R. B. Hawley* Secretary.

*J. B. Rowe* President.

Countersigned at Elyria, Ohio this 11th day of January, 19 72

AC 105 Rev. 12-59

*Dean Adams*  
Authorized Representative

## PREMIUM COMPUTATION

SYMBOL —

CLASS —

COVERAGE	LIMITS	CODE	PREMIUM	COVERAGE	LIMITS	CODE	PREMIUM
Comprehensive				Bodily Injury Liability			
Fire and Theft				Property Damage Liability			
Collision				Medical Payments			
Other				Other			
				Total Premium			

DATE 7-12-71

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:		POLICY DATE:	CANCELLATION DATE:			
POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
GLA 56 28 03	Ohio Farmers	Endorsement issued deleting a 1963 White Tractor  APPLIED ON ACCOUNT				404.00

**CREDIT MEMO**

## INVOICE

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

DATE 6-23-71

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

MORTGAGEE: **Mack Truck, Inc.**

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
7-22-71	GLA 56 28 03	Ohio Farmers	Endorsement issued adding a 1971 Deisel Mack Tractor		686.00

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

# The H. H. Benham Insurance Agency, Inc.

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

## STATEMENT

Date ----7-29-71-----

Amount \$ 282.00-----

TO: Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio  
.  
.  
.

Accounts Due and Payable In 10 Days

UNIT FARMERS INSURANCE COMPANIES - LERUIT, OHIO

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

**NOTE**

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
8	22	1971	562303	LIAB	487 75		487 75
TOTAL					487 75		487 75

Pd. 8-20-71  
# 8049

**NOTE**

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## 1342 0344 0322 CUBI

**RETAIN  
THIS  
STUB**

7/19/71

NO. 7959

NOTES

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL
MO.	DAY	YEAR						NET AMOUNT DUE
7	22	1971	562803	LIAB	417	25		417 25
				TOTAL	417	25		417 25

DO NOT HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED, IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.



TO H. H. Benham Insurance Agency, Inc.  
122 Lodi Street  
Elyria, Ohio 44035

FROM

**THE OBITTS CHEMICAL CO.**  
142 LOCUST STREET  
P. O. BOX 878  
ELYRIA, OHIO  
FA 3-3275

Our  
SUBJECT: Certificate of insurance

DATE: June 30, 1971

FOLD ↑ Dear Sirs:

Could you please forward a certificate of insurance copies to the  
following: Mr. Edgar Kowalski, General Electric Company, 1495 Fillmore Ave.  
Buffalo, N.Y. 14211, & Harold Turton, Mack Financial Corp., 6500 Penn Rd.,  
Suite One, Parma Heights, Ohio 44130.

Thank you,

Obitts Chemical Company

PLEASE REPLY TO → SIGNED

DATE

SIGNED

GRAYARC CO., BROOKLYN 32, N. Y.

DETACH THIS COPY - RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.



## INVOICE

## THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

DATE April 30, 1971

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
	GLA 54 80 44	Ohio Farmers	Audit from December 22, 1969 to December 22, 1970		\$110.00 - 7.00 credit <hr/> 103.00  Pd. 5/21/71 #7818

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

DATE February 23, 1970  
(12/22/68)

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

# THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:		POLICY DATE:	CANCELLATION DATE:			
POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
GLA 53 30 43	Ohio Farmers	Audit from 12/22/68 to 12/22/69 Applied to GLA521123 2-26-69  APPLIED TO YOUR ACCOUNT				\$178.00 171.00  \$ 7.00

# CREDIT MEMO

# Ohio Farmers Insurance Group

## PREMIUM ADJUSTMENT STATEMENT

Name of Agency H.H. Benham Insurance Agency, Inc.

City and State Elyria, Ohio 344

Policy No. GLA 54 80 44

Name of Insured Obitts Chemical Company

Address P.O. Box 375, Elyria, Ohio

Audit Period: From December 22, 19 69, to December 22, 19 70

CODE NO.	CLASSIFICATION	BASIS OF PREMIUM	RATES		EARNED PREMIUMS	
			W. C. or B. I.	O. D. or P. D.	W. C. or B. I.	O. D. or P. D.
4740	Oil Refining - petroleum Even adjustment on all other classifications	70,800	.2068	.728	146.00	515.00

If this is Four Star Budget Account, these audit premiums are NOT subject to the Four Star Budget Plan, and the adjusted premiums should be handled in the regular manner.

<b>TOTAL EARNED PREMIUM</b>	146.00	515.00
<b>LESS ADVANCE PREMIUM PAID</b>	171.00	600.00
<b>ADDITIONAL - RETURN PREMIUM</b>	25.00	85.00
<b>TOTAL ADDITIONAL - RETURN PREMIUM</b>	110.00	

☐ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio  
☐

Date 5/1/71

Countersigned 



**RETAIN THIS STUB**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE PAID

CHECK OR MONEY ORDER

NOTE

REVERSE SIDE

**OBITIS CHEMICAL CO**

**1342 0344 0322 CUB1**

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR				
4	22	1971	562803	LIAB	417 25	417 25
TOTAL				417 25		417 25

*Pl. 4-22-71  
Ac. # 1749*

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

This Policy written by:

THE H. B. FARMER INS. AGCY.

122 1/2 N. STREET

ELYRIA, OHIO  
Your Local Independent Insurance Agent

# Special Coverage Policy



## OHIO FARMERS INSURANCE COMPANY

LeROY, OHIO

CHARTERED 1848

STOCK PLAN

SCP 1 34 86

RENEWAL OF NUMBER

### DECLARATIONS

### POLICY PERIOD

#### Item 1.

NAMED • Obitts Chemical Company  
INSURED • P.O. Box 375  
MAILING • Elyria, Ohio Lorain County  
ADDRESS •

From January 11, 1971  
To January 11, 1972  
12:00 noon, standard time at the location of  
the premises as to each of said dates.

Item 2. The location of the premises and the applicable limits of liability are specified in the Coverage Form(s) attached to and forming part of this policy.

NUMBERS OF FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY	PREMIUMS
See Endorsement No. 1 attached	\$ 36.00
<b>TOTAL PREMIUM</b>	<b>\$ 36.00</b>

If Policy Period more than one year: Premium is payable:

On effective date of the policy \$ \_\_\_\_\_ 1st Anniversary \$ \_\_\_\_\_ 2nd Anniversary \$ \_\_\_\_\_

Item 3. (a) During the last five years the insured has not sustained or received indemnity for any loss of the kind covered hereby,  
(b) During the last five years no insurer has canceled insurance issued to the insured against loss covered hereby,  
(c) No other insurance issued to the insured is in force which covers loss covered hereby, except as herein stated:\*

\*Absence of an entry means "No Exceptions."

Countersigned at Elyria, Ohio, this 11th day of January, 1971.

Authorized Agent for the Company

### OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio

A Corporation organized under a Special Act of the Legislature of the State of Ohio, herein called the company

Agrees with the insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of insurance, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

### EXCLUSIONS

This policy does not apply:

- (a) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (b) to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, employee,

- director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others;
- (c) to loss occurring during a fire in the premises;
- (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

104846

POLICY NUMBER - SCP

**CONDITIONS****1. POLICY PERIOD, TERRITORY**

This policy applies only to loss which occurs during the policy period within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada.

**2. OWNERSHIP OF PROPERTY; INTERESTS COVERED**

The insured property may be owned by the insured, or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable; provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

**3. JOINT INSURED**

If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by an insured shall constitute knowledge possessed or discovery made by every insured.

**4. BOOKS AND RECORDS**

The insured shall keep records of all the insured property in such manner that the company can accurately determine therefrom the amount of loss.

**5. LIMITS OF LIABILITY; SETTLEMENT OPTIONS**

The limit of the company's liability for loss shall not exceed the applicable limit of insurance stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of insurance stated in the declarations is the total limit of the company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

**6. INSURED'S DUTIES WHEN LOSS OCCURS**

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the insured shall: (a) give notice thereof as soon as practicable to the company or any of its authorized agents and also to the police if the loss is due to a violation of law; (b) file detailed proof of loss, duly sworn to, with the company within four months after the discovery of loss.

Upon the company's request, the insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.

**7. OTHER INSURANCE**

If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured.

In Witness Whereof, the OHIO FARMERS INSURANCE COMPANY has caused this policy to be signed by its President and Secretary at LeRoy, Ohio, and countersigned on the declarations page by a duly authorized agent of the Company.

*M. Z. Schamp* Corporate Secretary.

**8. APPRAISAL**

If the insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at time of loss and the amount of the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

**9. ACTION AGAINST COMPANY**

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety days after the required proofs of loss have been filed with the company.

**10. SUBROGATION**

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

**11. CHANGES**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**12. CANCELATION**

This policy may be canceled by the insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**13. ASSIGNMENT**

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the insured shall die, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

**14. TERMS OF POLICY CONFORMED TO STATUTE**

Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

**15. DECLARATIONS**

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

*J. B. Rowe* President.

OHIO FARMERS INSURANCE COMPANY

SUPERIOR RISK INSURANCE COMPANY

LeRoy, Ohio

Form  
B748

## OFFICE BURGLARY AND ROBBERY COVERAGE FORM

For attachment to the Special Coverage Policy No. SCP 1 48 46 to complete said policy.

## ADDITIONAL DECLARATIONS

Item A1. The premises are located at the address stated in Item 1, unless otherwise stated herein: 145 Locust St., Elyria, Ohio

The insured is (Check Individual, Corporation or Partnership)

☐ INDIVIDUAL ☒ CORPORATION ☐ PARTNERSHIPPart occupied by insured EntireBusiness of the insured conducted in the premises Industrial Solvents

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

Item A2. The insurance shall apply as indicated below, subject to all the terms of this policy having reference thereto:

\$ 36.00 Premium \$ 1,000.00 Limit of Liability under each of  
Insuring Agreements I to VI inclusive:

Item 3. Not more than two messengers shall have custody of the insured property outside the premises at any one time, unless otherwise stated herein:

## INSURING AGREEMENTS

- I **Robbery Inside the Premises:** To pay for loss of money and securities by robbery within the premises.
- II **Theft Inside the Premises:** To pay for loss of office equipment by theft within the premises.
- III **Safe Burglary; Burglary:** To pay for (a) loss of money and securities by safe burglary, and (b) loss, not exceeding \$100, of money and securities by burglary provided that the amount of such loss shall apply as part of and not in addition to the limit of liability applicable to this Insuring Agreement.
- IV **Robbery Outside the Premises:** To pay for loss of money, securities and office equipment by robbery outside the premises while being conveyed by a messenger.
- V **Theft—Night Depository or Residence:** To pay for loss of money and securities by theft within any night depository in a bank or within the living quarters in the home of a messenger.
- VI **Damage:** To pay for damage to the premises and to money, securities and office equipment inside and outside the premises, by such robbery, theft, safe burglary, burglary, or attempt thereat, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

## SPECIAL PROVISIONS

applicable to this insurance

1. **Exclusions (Continued):** Exclusion (b) of the policy is amended to read as follows:
- (b) to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to safe burglary or robbery or attempt thereat by other than an insured or a partner therein;
- Exclusion (c) of the policy is amended to read as follows:
- (c) under Insuring Agreements II and VI, to loss occurring during a fire in the premises, and under Insuring Agreement V, (i) to loss within a night depository occurring during a fire within the bank containing the night depository or (ii) to loss within the living quarters in the home of the messenger occurring during a fire therein;
- This insurance does not apply:
- (e) under Insuring Agreements II and V to loss caused by the insured, or any one acting on the express or implied authority of the insured, being induced by any fraudulent scheme, trick, device or false pretence to part with title to or possession of any property;
- (f) to loss, other than to a safe or vault, by fire, whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against.



## 2. Definitions:

**"Money"** means currency, coins, bank notes and bullion.

**"Securities"** means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

**"Premises"** means the interior of that portion of any building at a location designated in the declarations which is occupied by the insured in conducting the business as stated therein.

**"Office Equipment"** means office furnishings, fixtures, equipment, instruments and supplies but does not include: (a) money or securities; (b) property carried or held as samples or for sale or for delivery after sale; (c) property in the course of manufacture or held for cleaning, repairing, processing, storage or distribution; (d) gold, platinum or other precious metals, or jewelry, precious or semiprecious stones; (e) manuscripts, books of account or records; or, (f) personal effects.

**"Messenger"** means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property outside the premises.

**"Custodian"** means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.

**"Robbery"** means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or (5) under Insuring Agreement I from within the

premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises.

**"Theft"** means any act of stealing.

**"Safe burglary"** means (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the premises.

**"Burglary"** means the felonious abstraction of insured property from within the premises by a person making felonious entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the exterior of the premises at the place of such entry.

**"Loss"**, except as used in Insuring Agreements I through V, includes damage.

3. **Limits of Liability; Settlement Options Condition** (Continued). In case any loss is covered both by Insuring Agreement IV and Insuring Agreement V of this policy, the insured shall elect under which insuring agreement the company shall pay. In no event shall the company be liable under both of such insuring agreements for any such loss.
4. **No Benefit to Bailee:** This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

OBITTS CHEMICAL CO

1342 0344 0322 C081

OHIO FARMERS INSURANCE COMPANIES — LEROY, OHIO

**RETAIN  
THIS  
STUB**AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

**NOTE**SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
3	22	1971	562803	LIAB	417 25		417 25
<i>paid 3/25/71</i> <i>ck # 7679</i>							
TOTAL					417 25		417 25

**NOTE** YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

**RETAIN THIS STUB**

DATE PAID

CHECK OR MONEY ORDER

NOTE

DATE PAID  
CHECK OR MONEY ORDER  
NOTE

DBITS CHEMICAL CO

1342 0344 0322 C081

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
2	22	1971	562803	LIAB	417 25	417 25	834 50
				TOTAL	417 25	417 25	834 50

*paid 2/22/71  
OK # 7622*

NO YOU HAVE PROBABLY PAID THE AMOUNT IF ANY SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED, IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

**FOUR STAR BUDGET PLAN**  
**SUPPLEMENTARY INSTALLMENT PREMIUM ENDORSEMENT**  
(MAY BE ATTACHED TO ANNUAL POLICIES OR ANY OTHER POLICY PAYABLE ANNUALLY)



Renewal of GLA 54 80 44

Was expiring policy on Four Star Budget Plan? ☒ Yes ☐ No

Policy No. GLA 56 28 03

Issued to Obitts Chemical Co.

by OHIO FARMERS INSURANCE COMPANY, of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said companies may appear in the above-mentioned policy.

Agency [Signature]  
Elyria, Ohio 134-2-344

1. Number of Payments per year:	Monthly ..... (12) Quarterly ..... (4) Semi-Annually .. (2)	12	SUBSEQUENT YEARS OF POLICY TERM — IF DIFFERENT
2. Annual Premium if paid annually		\$ 5004.00	\$
3. Pro-rate (Line 2 divided by Line 1)		\$ 417.00	\$
4. Payable each installment (Line 3 plus 25¢)		\$ 417.25	\$
5. Refundable initial deposit (if renewal, use identical deposit as previous policy)		\$ 337.50	
6. Return deposit from previous policy		\$ 337.50	
7. Payable at inception (to be collected by agent) Policy new to Four Star Budget Plan — a. First installment due at inception — Line 3 plus Line 5 b. First installment <b>not</b> due at inception — Line 5 only Renewal Policy — Previously on Four Star — Line 5 minus Line 6		\$	

Due date of first installment if other than inception date of policy .....

**IMPORTANT:** All policies to be billed together must have:

1. The same installment due date
2. Identical billing name and address

**BILLING NAME AND ADDRESS IF OTHER THAN SHOWN ON POLICY**

Name .....

Number and Street .....

Town and State .....

In consideration of an additional charge of 25¢ per added installment and of the specified initial deposit, the premium otherwise due and payable at inception of this policy and all remaining annual installment premiums (if any) becoming due under this policy, regardless of contrary provisions in the policy or in any other endorsement, are payable in equal pro-rata monthly, quarterly, or semi-annual installments as specified above.

Any additional or return premium arising from endorsement of this policy prior to the due date of the last installment, shall serve to increase or decrease, in equal amounts, all installment payments becoming due after such endorsement.

Upon expiration of this policy, the company is hereby authorized to issue a renewal hereof at its then prevailing rates, and to apply the excess of paid premiums plus deposit over earned premium for this policy to such renewal. This authorization, however, may be withdrawn by the insured by notice to the company at any time prior to the effective date of such renewal.

Upon expiration or cancellation of this policy, and of all renewals, continuations, or extensions hereof (if any), the excess of all paid premiums plus deposit over all earned premium shall be refundable by the company to the insured. If earned premium exceeds paid premiums plus deposit the excess shall be due the company by the insured.

Failure by the insured to pay any installment when due shall be construed as a request of the insured to cancel this policy in which event the company shall, upon demand and surrender of the policy by the insured, or after written notice by the company as provided in the policy, comply with the said request.

**NON-RENEWAL DEPOSIT REFUND APPLICATION\***

( Deposit refund processing will be facilitated if this endorsement (or a duplicate thereof) is signed by the insured or by the agent and submitted to the company. )

Application is hereby made for the refund to the named insured of the excess of all paid premium plus deposit over all earned premium due under the policy to which this endorsement is attached.

All installment payments due in accordance with the terms of this endorsement have been paid.

The policy to which this endorsement is attached has not and will not be renewed, extended or continued.

.....  
DATE

.....  
INSURED OR AGENT

\*Do not apply if policy is to be renewed.

Do not apply until *all* installments have been paid.

## INVOICE

DATE January 11, 1971

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

## THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1/11/72	SCP 1 48 46	Ohio Farmers	Special Coverage Policy		\$36.00
			<i>paid 1/11/71</i> <i>Ch # 7530</i>		

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

OBITTS CHEMICAL CO

1342 0344 0322 COBI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
12	22	1970	562803	LIAB	417 25		417 25
1	22	1971	562803	LIAB	417 25		417 25
TOTAL					834 50		834 50

*paid 1/26/71  
Ch # 7557*

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
11	22	1970	548044	LIAB	344 00		344 00
TOTAL					344 00		344 00

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
9	22	1970	548044	LIAB	344 00		344 00
TOTAL					344 00		344 00

*paid 9/22/70  
Ch # 7235*

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

1342 0344 0322 C O B I

RETAIN THIS STUB	DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
	MO.	DAY	YEAR					
AS YOUR RECORD OF PAYMENT	10	22	1970	548044	LIAB	344 00		344 00
	<p><i>paid 10/13/70</i> <i>Ch # 7315</i></p>							
DATE PAID	//							
CHECK OR MONEY ORDER								
NO.				TOTAL		344 00		344 00
NOTE	<p>SUBJECT TO CONDITIONS ON REVERSE SIDE</p>							
NOTE	<p>YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.</p>							

1342 0344 0322 C0B1

RETAIN THIS STUB	DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
	MO.	DAY	YEAR					
AS YOUR RECORD OF PAYMENT	8	22	1970	548044	LIAB	344 00		344 00
DATE PAID //	<i>paid 8/20/70</i> <i>Chk. # 7158</i>							
CHECK OR MONEY ORDER								
NO.	TOTAL					344 00		344 00
NOTE SUBJECT TO CONDITIONS ON REVERSE SIDE	YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.							

1342 0344 0322 CDBI

RETAIN THIS STUB	DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
	MO.	DAY	YEAR					
	7	22	1970	548044	LIAB	329 50		329 50
DATE PAID //	<p><i>paid 7/20/70</i> <i>Ch # 7077</i></p>							
CHECK OR MONEY ORDER								
	TOTAL					329 50		329 50
NOTE	<p>YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.</p>							



OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
6	22	1970	548044	LIAB	329 50	329 50	659 00
					TOTAL	329 50	659 00

*June paid 6/23/70  
ck #6999  
\$329.50*

*may paid 6/11/70  
ck #6954*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
5	22	1970	548044	LIAB	329 50	329 50	659 00
					TOTAL	329 50	659 00

*apr. paid 5/18/70  
ck #6902*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
4	22	1970	548044	LIAB	329 50	334 50	664 00
					TOTAL	329 50	664 00

*may paid 4/20/70  
ck #6846*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 CUBI

RETAIN

THIS

STUB

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
12	22	1969	548044	LIAB	334 50		334 50
1	22	1970	548044	LIAB	334 50		334 50
2	22	1970	548044	LIAB	334 50		334 50
TOTAL					1003 50		1003 50

Dec. paid 2/19/70  
Ch #6705

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

H. H. BENHAM INS. AGENCY, INC.

630 134203440322CUBI

NOTICE OF PAYMENT DUE

Ohio Farmers Insurance Group

MAKE CHECK PAYABLE TO:

O. F. INS. CO

LEROY, OHIO

12548044	33450
1548044	33450
2548044	33450
100350	

We wonder why Dec. is \$334.50.  
This should be billed under  
last years rate \$284.83.  
D. Obata

FEB 20 1970

USE BACK  
OF THIS  
NOTICE  
FOR CHANGE  
OF  
ADDRESS

C OBITTS CHEMICAL COMPANY  
P O BOX 375  
-ELYRIA OH 44035

RETURN THIS NOTICE WITH YOUR REMITTANCE

OBITTS CHEMICAL COMPANY

1342 0344 0322 CUBI

RETAIN

THIS

STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

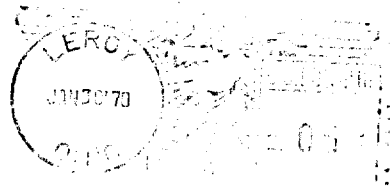
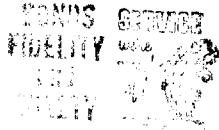
NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
3	22	1970	548044	LIAB	334 50	669 00	1003 50
TOTAL					334 50	669 00	1003 50

Jan + Feb.  
Pd 3/23/70  
Ch #6784

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.



*Obitts Chemical Company*  
*P.O. Box 375*  
*Elyria, Ohio, 44035*

On 2/6/70 I will call on you to make a premium  
audit of the following insurance policies:

..... Workmen's Compensation ..... ☒ General Liability ..... Garage Liability

POLICY NO: 61A533043 AUDIT PERIOD 12/22/68 TO 12/22/69

Please have the following records available:

☒ Payroll Records

..... Sales Records

..... Auto Fleet Records

..... Sub Contract Cost

..... Hired Vehicle Cost

If you cannot be present on this date, your leaving the records with someone in  
authority will be appreciated. THANK YOU.



*The Farmers Insurance Group*  
Ohio Farmers Insurance Company - Chartered 1848  
Superior Risk Insurance Company - Lodi, Ohio  
Colonial Heritage Life Insurance Company  
Ohio Farmers Equity Sales Company  
Woodfield Insurance Company

*Chuck Hamric*  
.....  
Premium Auditor

AT 140 6-69

Ins. Audit

① Total Payroll.

② Payroll  
minus      Dot.  
             Russ.  
             Clara  
             Truck Drivers

③ Pres. wages -

*Ohio Farmers Insurance Group*



*LeRoy, Ohio 44251*

Area Code 216 887-2101

- OHIO FARMERS INSURANCE COMPANY • CHARTERED 1848
- COLONIAL HERITAGE LIFE INSURANCE COMPANY
- SUPERIOR RISK INSURANCE COMPANY

June 3, 1970

Obitts Chemical Co.  
P.O. Box 375  
Elyria, Ohio 44035

Dear Sir:

Re: Policy No. GLA 548044 - Date of Loss: 3-27-70  
Driver---Clarence Sidle

We enclose subrogation receipt in connection with  
your claim.

If you will sign the receipt as indicated by the  
mark "x", date it, have your signature witnessed and return it  
to us in the self-addressed envelope we are enclosing for that  
purpose, we will be pleased to issue our draft in payment of  
the claim.

Very truly yours,

*James P. Thornburg*  
James P. Thornburg  
Claims Representative

JPT:wb

# Ohio Farmers Insurance Group



LaRoy, Ohio 44251

Area Code 216 887-2101

• OHIO FARMERS INSURANCE COMPANY • CHARTERED 1848  
• COLONIAL HERITAGE LIFE INSURANCE COMPANY  
• SUPERIOR RISK INSURANCE COMPANY

March 6, 1970

Mr. D. Obitts  
Obitts Chemical Company  
P.O. Box 375  
Elyria, Ohio 44035

Re: GLA 54 80 44

Dear Mr. Obitts:

This is in reply to your question regarding the amount of your December installment under our Four Star Billing Plan.

As you will recall, you wondered why you were billed for \$334.50 in December instead of the \$284.83 that you were billed in November of 1969. Your monthly installment is not adjusted on a calendar year basis. Rather, it is adjusted as of the month in which your renewal policy takes effect. Your November installment of \$284.83 paid the premium in full on your expiring policy. Your December billing of \$334.50 is the first installment on the renewal policy.

If you have any further questions regarding our Four Star Budget Billing Program or any questions regarding coverage under your policy, please contact Mr. Gerald Swiers at the H. H. Benham Agency.

Very truly yours,

*Bill Wilson*

William Wilson  
Commercial Lines Underwriting

WW:sb

cc: H. H. Benham Insurance Agency, Inc.  
Elyria, Ohio

DATE February 23, 1970  
12/22/68)

To

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

# THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

MORTGAGEE:		POLICY DATE:	CANCELLATION DATE:			
POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
GLA 53 30 43	Ohio Farmers	Audit from December 22, 1968 to December 22, 1969  APPLIED TO YOUR ACCOUNT				\$178.00 171.00 87.00

## CREDIT MEMO



## PREMIUM ADJUSTMENT STATEMENT

Name of Agency H. H. BENHAM INS. AGENCY INC.

City and State ELYRIA, OHIO

Policy No. GLA 53 30 43

Name of Insured OBITTS CHEMICAL COMPANY

Address P. O. BOX 375 - ELYRIA, OHIO 44035

Audit Period: From DECEMBER 22, 19 68, to DECEMBER 22, 19 69.

CODE NO.	CLASSIFICATION	BASIS OF PREMIUM	RATES		EARNED PREMIUMS	
			W. C. or B. I.	O. D. or P. D.	W. C. or B. I.	O. D. or P. D.
4740	OIL REFINING - PETROLEUM	62,465.	.2068	.6776	129.00	423.00

**If this is Four Star Budget Account, these audit premiums are NOT subject to the Four Star Budget Plan, and the adjusted premiums should be handled in the regular manner.**

<b>TOTAL EARNED PREMIUM</b>	129.00	423.00
<b>LESS ADVANCE PREMIUM PAID</b>	171.00	559.00
<b>ADDITIONAL - RETURN PREMIUM</b>	42.00	136.00
<b>TOTAL ADDITIONAL - RETURN PREMIUM</b>	\$178.00	

☐ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio

11

Date Jul 27, 1970

Countersigned *Elizabeth B. Sevels*

**The H. H. Benham Insurance Agency, Inc.**

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

**STATEMENT**

Date 1-28-70

Amount \$ 171.00

Audit Policy GLA 1123

Dec. 22, 1967 to Dec. 22, 1968

TO:

Obbits Chemical  
142 Locust St.  
Elyria, Ohio

*paid by Audit from Dec. 22, 1968 to  
Dec. 22, 1969 - Credit \$178.00  
applied to account leaving  
Credit of \$7.00*

Accounts Due and Payable In 10 Days

## INVOICE

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

DATE February 26, 1969

To Obitts Chemical  
142 Locust St.  
Elyria, Ohio

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
	GLA52 11 23	Ohio Farmers	Audit from Dec 22, 1967 to Dec. 22. 1968		\$171.00

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

# The H. H. Benham Insurance Agency, Inc.

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

## STATEMENT

Date 2-26-69

Amount \$ 200.00

(Balance on Audit Dec. '66 to Dec. '67)

TO:

· Obitts Chemical Co.  
· P. O. Box 375  
· Elyria, Ohio

Accounts Due and Payable In 10 Days

# Ohio Farmers Insurance Group

## PREMIUM ADJUSTMENT STATEMENT

Name of Agency The H. H. Benham Insurance Agency, Inc.

City and State Elyria, Ohio

Policy No. GIA 52 11 23

Name of Insured Obitts Chemical Company

Address P.O. Box 375, Elyria, Ohio

Audit Period: From December 22, 19 67, to December 22, 19 68

CODE NO.	CLASSIFICATION	BASIS OF PREMIUM	RATES		EARNED PREMIUMS	
			W. C. or B. I.	O. D. or P. D.	W. C. or B. I.	O. D. or P. D.
4740	Oil Refining - Petroleum	65,548	.272	.652	178.00	427.00

If this is Four Star Budget Account, these audit premiums are NOT subject to the Four Star Budget Plan, and the adjusted premiums should be handled in the regular manner.

<b>TOTAL EARNED PREMIUM</b>	178.00	427.00
<b>LESS ADVANCE PREMIUM PAID</b>	128.00	306.00
<b>ADDITIONAL - RETURN PREMIUM</b>	50.00	121.00
<b>TOTAL ADDITIONAL - RETURN PREMIUM</b>	171.00	

☐ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio  
☐

Date Feb. 26, 1969

Countersigned Ernest B. Surges

# The H. H. Benham Insurance Agency, Inc.

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

## STATEMENT

Date 5-27-69

TO: Obitts Chemical  
142 Locust Street  
Elyria, Ohio

Amount \$ 371.00

100.00 pd 6/20/69

ck #6075

271.00 pd 11/26/69

100.00 ck #6531

171.00

Accounts Due and Payable in 10 Days

# The H. H. Benham Insurance Agency, Inc.

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

## STATEMENT

Date 9-27-68

TO: Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

Amount \$ 363.48  
Pd 10/10/68  
Ch #5352 163.48  
200.00

Accounts Due and Payable In 10 Days

# The H. H. Benham Insurance Agency, Inc.

STATEMENT

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

618.75

249.30

369.45

.97

Credit

368.48

PR 3/29/68 100.00

CB #4772 268.48

PR 4/12/68 100.10

CB #4812 168.48

760.00

35.00

963.48

PR 5/14/68 100.00

CB #4845 863.48

PR 6/19/68 100.00

CB #4976 763.48

Date 4-30-68

Amount \$ 963.48

TO: Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

PR 7/19/68 763.48  
CB #5071 200.00  
PR 8/6/68 563.48  
CB #5137 100.00  
PR 9/12/68 463.48  
CB #5263 100.00  
363.48

Accounts Due and Payable In 10 Days



# The H. H. Benham Insurance Agency, Inc.

122 Lodi Street Elyria, Ohio

Telephone 322-2627

Gerald Swiers & Elizabeth B. Swiers, Agents

## STATEMENT

Date ----3-29-68-----

Amount \$ ~~1128.48~~-----

TO: Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

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Accounts Due and Payable In 10 Days

## INVOICE

## THE H. H. BENHAM INSURANCE AGENCY

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone FA 2-2627

DATE December 22, 1967

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
12-28-68	GLA 521123	Ohio Farmers	General Liability Policy		
			First Four Installment and Initial Deposit Premium due AGENT.		
<i>(payment 12/28/68 to 1/28/68 - Deposit</i>					618.75
					249.30
					337.25
					<u>618.75</u>
					369.45
					100.00
					<u>469.45</u>

B. N. CO. PTD. IN U.S.A.—OBOTE

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

*paid 3/29/68  
ch # 4777*

*369.45  
100.00  
469.45*

# THE H. H. BENHAM INSURANCE AGENCY

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

**DATE** December 22, 1967 (1-25-68)

**To** Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

MORTGAGEE:		POLICY DATE:	CANCELLATION DATE:			
POLICY NUMBER	COMPANY	CANCELLATION, AUDIT OR ENDORSEMENT	AMOUNT	OLD RATE	NEW RATE	RETURN PREMIUM
GLA 504195	Ohio Farmers	Refundable Initial Deposit  APPLIED ON ACCOUNT				249.30

## CREDIT MEMO

## INVOICE

**THE H. H. BENHAM INSURANCE AGENCY, INC.**

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

DATE March 22, 1968

(1-11-68)

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-11-69	SCP 1 09 09	Ohio Farmers	Special Coverage Policy		\$35.00

R. N. CO. FTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

## INVOICE

DATE February 2, 1968

To Obitts Chemical Company  
P.O.Box 375  
Elyria, Ohio

## THE H. H. BENHAM INSURANCE AGENCY

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone FA 2-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
	GLA 50 41	95 Ohio Farmers	Audit from 12-22-66 to 12-22-67		\$760.00

R. N. CO. PTD. IN U.S.A. — 08011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

Name of Agency ..... H. H. Benham Insurance Agency

City and State ..... Elyria, Ohio

Name of Insured .....Obitts Chemical Company.....

Audit Period: From December 22, 1966, to December 22, 1967.

**If this is Four Star Budget Account, these audit premiums are NOT subject to the Four Star Budget Plan, and the adjusted premiums should be handled in the regular manner.**

☐ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio

Countersigned Alfred J. Smith

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

**NOTE**

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
10	22	1969	533043	LIAB	284	83		284	83
TOTAL					284	83		284	83

*Step* paid 11/3/69  
Ch # 6459

**NOTE**

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTIS CHEMICAL COMPANY 1342 0344 0322 C081

<b>RETAIN THIS STUB</b>		<b>AS YOUR RECORD OF PAYMENT</b>				
DATE PAID //		CHECK OR MONEY ORDER NO.				
<b>NOTE</b> SAVED IN CONNECTION WITH THIS BILL REVERSE SIDE						
DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY - YEAR					
11	22 1969	533043	LIAB	284 83		284 83
				<i>paid 11/22/69</i> <i>OE # 6496</i>		
TOTAL				284 83		284 83
<b>NOT</b> YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.						



## INVOICE

DATE January 11, 1970

To: Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

## THE H. H. BENHAM INSURANCE AGENCY, INC.

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
January 11, 71	SCP 13486	Ohio Farmers	Special Coverage Policy <i>paid 1-9-70</i> <i>Ch # 6637</i>		\$36.00

R. N. CO. PTD. IN U.S.A.—GROSS

WE APPRECIATE YOUR BUSINESS.

When insurance is no longer desired, the policy must be returned immediately for cancellation; otherwise the premium remains charged to your account.

J. GORDON GAINES ASSOCIATES, INC.

66 SOUTH MILLER ROAD

AKRON, OHIO 44313

SUBJECT *Obitts Chemical Co.*

TELEPHONE 836-9961

DATE *9-22-69*

TO: *N. H. Benham Insurance Inc*  
*122 Good Street*  
*Elyria, Ohio*

*Gentlemen*

*we would be able to insure  
the waste solvent combustion system  
as follows:*

*Fire 1.77*

*E.C. .34*

*\*500 = deductible*

*The above are annual 80% rates.*

*The unit may be installed*

RETURN TO:

*wherever the insured finds  
convenient.*

*we await your advice.*

*J. O. Hunt*

SIGNATURE

REPLIER'S COPY — RETAIN FOR YOUR FILES

# CRITTS CHEMICAL COMPANY

1342 0344 0322 CCHI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR						
9	22	1969	533043	LIAB	284 83		284	83
TOTAL					284 83		284	83

paid 9/29/69  
ck # 6358

NOTE  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

# CRITTS CHEMICAL COMPANY

1342 0344 0322 CCHI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR						
8	22	1969	533043	LIAB	284 83		284	83
TOTAL					284 83		284	83

paid 8/22/69  
ck # 6268

NOTE  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

# CRITTS CHEMICAL COMPANY

1342 0344 0322 CCHI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR						
7	22	1969	533043	LIAB	284 83		284	83
TOTAL					284 83		284	83

paid 7/16/69  
ck # 6157

NOTE  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 C0BI

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

**NOTE**

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
6	22	1969	533043	LIAB	284 83		284 83
TOTAL					284 83		284 83

*paid 6/19/69  
Chk # 6065*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 C0BI

**RETAIN  
THIS  
STUB**

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

**NOTE**

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
5	22	1969	533043	LIAB	270 50		270 50
TOTAL					270 50		270 50

*Paid 5/23/69  
Chk. # 5974*

**NOTE**  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITS CHEMICAL COMPANY

1342 0344 0322 C0B1

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR				
4	22	1969	533043	LIAB	270 50	270 50
				<i>paid 4/21/69</i> <i>CE # 5868</i>		
				TOTAL	270 50	270 50
NOTE YOU HAVE PROBABLY PAID THE AMOUNT. IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.						

RETAIN  
THIS  
STUB  
AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR				
3	22	1969	533043	LIAB	270 50	270 50
				<i>paid 3/21/69</i> <i>CE # 5725</i>		
				TOTAL	270 50	541 00
NOTE YOU HAVE PROBABLY PAID THE AMOUNT. IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.						

RETAIN  
THIS  
STUB  
AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR				
12	22	1968	533043	LIAB	270 50	270 50
1	22	1969	533043	LIAB	270 50	270 50
				<i>paid 2/26/69</i> <i>CE # 5695</i>		
				TOTAL	541 00	541 00
NOTE YOU HAVE PROBABLY PAID THE AMOUNT. IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.						

RETAIN  
THIS  
STUB  
AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

1342 0344 0322 C0BI

<b>RETAIN THIS STUB</b> AS YOUR RECORD OF PAYMENT		DATE PAID //	CHECK OR MONEY ORDER	NO. _____ 401T SUBJECT TO CONDITIONS ON REVERSE SIDE
--	--	-----------------	-------------------------	--

1342 0344 0322 C0BI

<p><b>RETAIN THIS STUB</b></p> <p>AN UNRECORDED OF PAYMENT</p>	<p><b>DATE PAID</b></p> <p>///</p> <p><b>CHECK OR MONEY ORDER</b></p> <p><b>NO.</b></p> <p><b>NOTE</b></p> <p>SUBJECT TO CONDITIONS ON REVERSE SIDE</p>
--	---

1342 0344 0322 CDBI

<p><b>RETAIN THIS STUB</b></p> <p>AS YOUR RECORD OF PAYMENT</p>	<p>DATE PAID</p> <p>///</p> <p>CHECK OR MONEY ORDER</p> <p>NO. _____</p> <p>NOTE</p> <p>SUBJECT TO CONDITIONS ON REVERSE SIDE</p>	<p>OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO</p>
---	---	---

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

OBIITS CHEMICAL COMPANY

1342 0344 0322 C0B1

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

11

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL	
MO.	DAY	YEAR					NET AMOUNT DUE	
8	22	1968	521123	LIAB	272 12		272	12
TOTAL					272 12		272	12

*Paid 8/19/68*  
*ck # 5181*

NOTE: YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

TO

Ohio Farmers Insurance Group

P.O. Box 155

LeRoy, Ohio 44255

FROM

THE OBITTS CHEMICAL CO.

142 LOCUST STREET

P. O. BOX 375

ELYRIA, OHIO

FA 3-3275

SUBJECT:

DATE: May 19, 1969

FOLD ↑

Dear Sir:

Please add to our fleet insurance a Ford Tractor, 1967,  
3807HA32525. This unit is replacing our Mack tractor already cancelled  
by us.

Very truly,

PLEASE REPLY TO →

SIGNED

Charles M. Perry

DATE

SIGNED

GRAYARC CO., BROOKLYN 32, N. Y.

DETACH THIS COPY - RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.



TO Ohio Farmers Insurance Group  
P.O. Box 155  
LeRoy, Ohio 44255

FROM

**THE OBITTS CHEMICAL CO.**  
142 LOCUST STREET  
P. O. BOX 375  
ELYRIA, OHIO  
FA 3-3275

SUBJECT: Dear Sir:

DATE: May 7, 1969

FOLD ↑

Please cancel insurance on our Mack Tractor, 1959, B67T, #3007. This tractor is being scrapped. We will notify you as soon as we replace it. Also, we cancelled a 1957 Trailmobile #125686 van in the latter part of March and have not received a credit on our billing for it.

Very truly yours,

PLEASE REPLY TO →

SIGNED *Harold K. Obitts* Vice Pres.

DATE

SIGNED

GRAYARC CO., BROOKLYN 32, N. Y.

DETACH THIS COPY - RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.

## INVOICE

## THE H. H. BENHAM INSURANCE AGENCY, INC.

DATE January 11, 1969

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio 44035

Phone 322-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1/11/70	SCP 1 17 81	Ohio Farmers	Special Coverage- Burglary <i>Paid 2/3/69 Ch #5629</i>		\$36.00

R. N. CO. PTD. IN U.S.A.—02011

**WE APPRECIATE YOUR BUSINESS.**

When insurance is no longer desired, the policy must be returned immediately for  
cancellation; otherwise the premium remains charged to your account.

TO

*The H.H. Benham Insurance Agency*

*122 Lodi Street*

*Elyria, Ohio*

FROM

**THE OBITTS CHEMICAL CO.**

142 LOCUST STREET

P. O. BOX 375

ELYRIA, OHIO

FA 3-3275

SUBJECT:

DATE: *Sept. 17, 1968*

FOLD ↑

*Please delete 1948 Fruehauf Van #JW 47587 from our fleet insurance  
and add 1957 Fruehauf Van #JW 114945.*

PLEASE REPLY TO →

SIGNED

*Thank you,*

*Clara Terry*

DATE

SIGNED

GRAYARC CO., BROOKLYN 32, N. Y.

DETACH THIS COPY - RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.

---

# Colonial Heritage Life Insurance Company

---



Home Office LeRoy, Ohio

---

EUGENE E. KOLASNY, MANAGER

21010 Center Ridge Road  
CLEVELAND, OHIO 44116  
Telephone: 331-7100

July 22, 1968

Mr. Gerald Swiers  
H. H. Benham Insurance Agency, Inc.  
122 Lodi Street  
Elyria, Ohio

Dear Jerry:

I have received and reviewed the census information requested from the Obitts Chemical Company.

From the information I have been given I see no reason why this plan should not have been qualified with the Internal Revenue Service. The only exception is James Johnson an employee who jointed the company in February of 1965. Using the three year waiting period, Mr. Johnson would have to be included at this time. However, we could request a five year waiting period with some hope of approval particularly because the owners are presently not participating in the plan.

The advantages of qualification, of course, mean that the corporation would receive a full deduction on contributions made to the plan and at the same time contributions made in behalf of employees would not be considered income to them in the year in which they were made. Thirdly, of course, the Fund would accumulate tax free. Any taxation that would occur at age 65 when the funds are received would likely be at a greatly reduced level and in most cases would result in no taxes payable at all.

The inclusions of the owners of the company at a later date in the Pension Plan would require additional approval by the Internal Revenue Service. As long as the benefits involved for the owners are reasonable, I would doubt that we would have any problem at that time.

The problem as far as we are concerned, of course, is that there are two contracts with substantial premiums in force with the Equitable Life Insurance Company. It may or may not be and probably not in the best interest of the insured to discontinue the Equitable Plans and replace them with Plans in Colonial Heritage or any other life insurance company. On the other hand, I am sure your client will appreciate our advise and if he decides to follow it can make his own decisions as to what should be done.

2.

Mr. Gerald Swiers  
H. H. Benham Insurance Agency, Inc.

I will look forward to discussing this with you in detail during our next meeting. With kindest personal regards.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene", written in dark ink.

Eugene E. Kolasny  
Life Manager

EEK/lc

# Ohio Farmers Companies

OF LEROY, OHIO



PLEASE REPLY TO

• OHIO FARMERS INSURANCE COMPANY / CHARTERED 1848

• SUPERIOR RISK INSURANCE COMPANY

December 18, 1968

Obitts Chemical Company  
P.O. Box 375  
Elyria, Ohio 44035

~~Dear Sirs~~ Gentlemen:

Re: Policy No. GIA 52 11 23 - Date of Loss: 12-7-68

We enclose subrogation receipt in connection with your claim.

If you will sign the receipt as indicated by the mark "x", date it, have your signature witnessed and return it to us in the self-addressed envelope we are enclosing for that purpose, we will be pleased to issue our draft in payment of the claim.

Very truly yours,

*James P. Thornburg*  
James P. Thornburg  
Claims Representative

JPT/wb

*sent 12/19/68*

6757

# Ohio Farmers Companies

OF LEROY, OHIO

PLEASE REPLY TO



• OHIO FARMERS INSURANCE COMPANY / CHARTERED 1848

• SUPERIOR RISK INSURANCE COMPANY

July 31, 1968

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio 44035

Dear Sir:

Re: Loss - 6-5-68

We enclose subrogation receipt in connection with your claim.

If you will sign the receipt as indicated by the mark "x", date it, have your signature witnessed and return it to us in the self-addressed envelope we are enclosing for that purpose, we will be pleased to issue our draft in payment of the claim.

Very truly yours,

*G. E. Shiverdecker*  
G. E. Shiverdecker  
Claims Representative

GES:mhs

## THE ELYRIA TELEPHONE COMPANY

363 THIRD ST.  
ELYRIA, OHIODATE December 13, 1967INVOICE NO. 12-55 1202.00OUR ORDER NO. P-6243

YOUR ORDER NO. \_\_\_\_\_

Obitte Chemical Company  
142 Locust St.  
Elyria, Ohio 44035

E.T.C. ACCOUNT	AMOUNT
241125701	\$ 11.81
171124111	11.76
502032102	10.25

All invoices are due upon presentation

DATE	DESCRIPTION	AMOUNT
10-27-67	<p>The cost of replacing and installing a telephone pole due to an automobile accident on Murray Ridge Rd., 4/10 mile from Route 113; Driver; Stanely Reid R.D. 1 Route 20 Oberlin Rd. Elyria, Ohio</p> <p>Totals; Material - \$ 21.41 Dep. All.- (8.64) Labor - 51.05</p>	\$ 63 82
<p><i>Sent original bill to Benham Insurance</i> <i>12/15/67</i></p>		



July 16, 1968

Ohio Farmers Insurance Co.  
Leroy, Ohio

Attn: Mr. Jack Thornberg

Dear Sir:

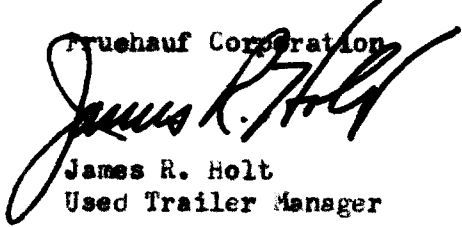
Regarding a letter to you from Mr. Richard Noll of our Company and its contents concerning replacement value of a wrecked trailer owned by your insured, The Obitts Chemical Company of Elyria, Ohio I am writing in order to clarify for you the position and intent of that letter.

While Mr. Noll was entirely correct in advising you that the insured's trailer was worth approximately \$800.00 before it was wrecked, this does not necessarily mean that an identical trailer in similar condition could be obtained at that figure as the \$800.00 figure represents a trade in value only and not a replacement value.

It is our opinion that to replace the insured's trailer with similar equipment, a value of \$1200.00 to \$1300.00 would be more representative of the current Used Trailer Market. It is our hope that this will relieve the confusion over this matter.

Very truly yours,

Fruehauf Corporation

  
James R. Holt  
Used Trailer Manager

JRH:mkh

cc: R. Noll - Fruehauf Cleveland  
Mr. Russ Obitts - Obitts Chemical Co., Elyria, Ohio ✓

OHIO FARMERS INSURANCE COMPANIES — LEROY, OHIO

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY					
5	22	1968	521123	L1A3	272 12	272 12
<p><i>PAID 6/14/68</i> <i>DE # 4962</i></p>						
<p><i>PAID 5/25/68</i></p>						
TOTAL						272 12
						<del>244</del> 24

**RETAIN THIS STUB**  
AS YOUR RECORD OF PAYMENT

DATE PAID     

CHECK OR MONEY ORDER NO.     

NOTE

SUBJECT TO CONDITIONS ON REVERSE SIDE

**NO YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW, IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.**

UBIITS CHEMICAL COMPANY

1342 0344 0322 CUB1

**RETAIN  
THIS  
STUB**

 AS YOUR RECORD  
OF PAYMENT

DATE PAID

 11  
11

 CHECK OR  
MONEY ORDER

NO.

NOTE

 SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY FILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY				YEAR			
7	22	1968	521123	LIAB		272 12		272 12
				TOTAL		272 12		272 12
						272 12		272 12

*paid 7/22/68*  
*Chkd. # 5078*

NO. YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN, WITHIN THE LAST MONTH. IF SO, CHECK HERE IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

 272 12  
272 12  
4

OHIO FARMERS INSURANCE COMPANIES — LEROY, OHIO

UBIITS CHEMICAL COMPANY

1342 0344 0322 C0B1

**RETAIN THIS STUB**

AS YOUR RECORD OF PAYMENT

DATE PAID

11/11

CHECK OR MONEY ORDER

NO.

NOTE

SUBJECT TO CONDITIONS ON REVERSE SIDE

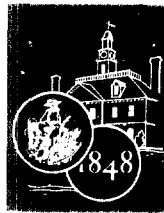
DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY			YEAR		
6	22	1968	521123	LIAB		
				272 12	272 12	544 24
				<i>PAID 6/18/68</i> <i>DE # 4973</i>		
TOTAL				272 12	<del>272 12</del>	<del>544 24</del>

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST YEAR. HAVE YOUR CHECK OR PAYMENT ADVISORY BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

*Paid 6/18/68  
OK # 4973*

NO YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED, IF SO, PAY ONLY CURRENT BILL NOW, IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

*Ohio Farmers Insurance Group*



OHIO FARMER INSURANCE COMPANY  
SUPERIOR RISK INSURANCE COMPANY  
COLONIAL HERITAGE INSURANCE COMPANY  
OF CLEVELAND

May 31, 1968

Prout Chevrolet  
39421 Center Ridge Road  
Elyria, Ohio 44035

Re: Obitts Chemical Company  
Chevie Van  
Your Service No. 18807  
Date of Loss: 3-1-68

Gentlemen:

We wish to advise that we have investigated the loss involving the above mentioned vehicle which was repaired at your garage on March 1, 1968, under Repair Order No. 18807. As you will recall, the repairs were necessitated by a fire which broke out in this vehicle. We have discussed the matter with our insured, The Obitts Chemical Company, and have been advised that the driver of the vehicle was a Mr. Jim Huling. The vehicle was located across the street from McGuire's Auto Parts. Our insured's son, Mr. Don Dubens, was in McGuire's Auto Parts, looked across the street, saw the company truck parked there and noticed smoke coming from the vehicle. He ran across the street and he and the driver pulled the cable from the battery of the vehicle. He further stated that after the smoke ceased, they replaced the cable on the battery terminal once again and smoke again began emitting from the vehicle. They therefore pulled the cable from the battery once again and contacted your company to have the vehicle taken in for the repairs which were performed under the above service bill number.

In view of the above information, it would be our feeling that this repair should be taken care of under the service warranty program for this vehicle in view of the fact that there was only 2,971 miles on the speedometer of this vehicle. I trust that you concur with our feeling on this matter and will arrange to have this taken care of with the Chevrolet Company and credit our insured's account accordingly.

Thank you for your cooperation in the handling of this matter.

Yours very truly,

*James P. Thornburg*  
James P. Thornburg, Claims Representative  
JPT/wb

cc/ Obitts Chemical Co., 142 Locust St., Elyria, Ohio

cc/ Benham Insurance Agency, 122 Lodi, St., Elyria, Ohio

# OBITS CHEMICAL COMPANY

1342 0344 0322 C031

**RETAIN THIS STUB**  
 ATTACHED TO BACK OF BILL

DATE PAID

5/25/68 *PAID. 272.12*

CHECK OR MONEY ORDER

NO. *4901*

NOTE

SUBJECT TO CREDITORS' CLAIMS FIRST SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR						
4	22	1968	521123	L1A8	272	12	281 50	553 62
TOTAL					272	12	<i>PAID 4/23/68 281 50</i>	<del>553 62</del>

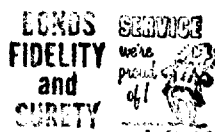
NO YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY SHOWN IN THIS COLUMN WITHIN THE LAST 12 MONTHS. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.



*Ohio Farmers Insurance Company*

OHIO FARMERS INSURANCE COMPANY • Chartered 1848  
COLONIAL HERITAGE LIFE INSURANCE COMPANY  
SUPERIOR RISK INSURANCE COMPANY

*W. B. Sullivan*



*ck #948858*

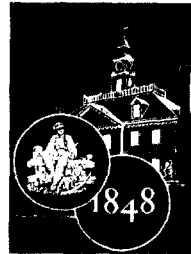
*Am't. \$936.04*

*dep 5/10/68*

PAY TO THE ORDER OF  
Elyria Savings & Trust Co.  
FOR DEPOSIT ONLY  
OBITTS CHEMICAL CO.

Obitts Chemical Company  
P.O. Box 375  
Elyria, Ohio 44035

# Ohio Farmers Insurance Group



LeRoy, Ohio 44251

Area Code 216 887-2101

- OHIO FARMERS INSURANCE COMPANY • CHARTERED 1848
- COLONIAL HERITAGE LIFE INSURANCE COMPANY
- SUPERIOR RISK INSURANCE COMPANY

April 24, 1968

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio 44035

Re: File No. 702832  
Policy No. GIA 52 11 23  
Date of Accident: 3-6-68

Gentlemen:

This will acknowledge receipt of the repairs submitted by the Schumar's Company of Elyria, Ohio, covering the repairs to your Trailmobile which was damaged in an automobile accident when it was struck by a vehicle driven by Mr. James Kapp of Portsmouth, Ohio.

The initial Invoice No. 4-7021 dated April 9, 1968, was in the amount of \$886.34. We adjusted this amount on the basis of the fact that there was only one rear flap that we could determine was involved in the accident and thus reduce the amount of this invoice by \$8.30 leaving a total of \$878.04 on this invoice. In addition to this we have allowed the \$85.00 towing bill from the Gil Galyean Company of Portsmouth, Ohio, and an additional bill for repairs to your trailer for removing and replacing rear compartment valve and seals in the amount of \$73.00 under Schumar's Invoice No. 4-4641 dated April 13, 1968. This brings the total amount of repairs to \$1,036.04 and in accordance with the terms of your policy there is a \$100.00 deductible provision. In view of this fact I am enclosing herewith the necessary proof of loss form indicating these figures and on receipt of this form properly signed by your company, will issue our draft payable to you in the amount of \$936.04 in full settlement of this claim.

Yours very truly,

*James P. Thornburg*  
James P. Thornburg  
Claims Representative

JPT/wb

cc/ Darrel Munson, Home Office Supervisor

cc/ L. Gordon Cline, Columbus Claims Office

*mailed release*

*4/26/68*



# OBITTS CHEMICAL COMPANY

1342 0344 0322 C0B1

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
3 22	1968	521123	LIAB	281 50	563 00	844 50
<p><i>paid 281.50 4/27/68 Chk # 4045</i></p> <p>TOTAL 281 50</p> <p><del>563 00</del> <del>844 50</del></p>						

NOTE: YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST YEAR, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CREDIT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OHIO FARMERS INSURANCE COMPANIES — LEROY, OHIO

RETAIN THIS STUB AS YOUR RECORD OF PAYMENT

DATE PAID

CHECK OR MONEY ORDER

NO.

SUBJECT TO CONDITIONS ON REVERSE SIDE

H. H. BENHAM INS. AGENCY, INC.

134203440322C0B1

NOTICE OF PAYMENT DUE

MAKE CHECK PAYABLE TO:

O F INS CO

LEROY, OHIO

*Ohio Farmers Insurance Group*

USE BACK OF THIS NOTICE FOR CHANGE OF ADDRESS

C OBITTS CHEMICAL COMPANY  
P O BOX 375  
ELYRIA, OH 44035

RETURN THIS NOTICE WITH YOUR REMITTANCE

OBITTS CHEMICAL COMPANY

134203440322C0B1

OHIO FARMERS INSURANCE COMPANIES — LEROY, OHIO

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
12 22	1967	9483	LIAB	3 17	3 17	6 34
11 22	1967	504195	LIAB		213 66	213 66
TOTAL				3 17	216 83	220 00

NOTE: MAKE CHECKS PAY TO THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST YEAR, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CREDIT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

RETAIN THIS STUB

DATE PAID

CHECK OR MONEY ORDER

NO.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE		PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE	
MO.	DAY	YEAR							
1	22	1963	9483	LIAB	3	17	3	17	6 34
TOTAL					3	17	3	17	6 34

NOTE

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

H. H. BENHAM INS. AGENCY, INC.

134203440322COBI

NOTICE OF PAYMENT DUE

*Ohio Farmers Insurance Group*

MAKE CHECK PAYABLE TO:

O F. INS. CO

LEROY, OHIO

USE BACK  
OF THIS  
NOTICE  
FOR CHANGE  
OF  
ADDRESS

C OBITTS CHEMICAL COMPANY  
P O BOX 375  
-ELYRIA OH 44035

1	9483	634
		634

RETURN THIS NOTICE WITH YOUR REMITTANCE

TO The H. H. Benham Insurance Agency  
122 Lodi Street  
Elyria, Ohio

FROM

**THE OBITS CHEMICAL CO.**  
142 LOCUST STREET  
P. O. BOX 375  
ELYRIA, OHIO  
PA 8-8275

SUBJECT: Attention: Mr. Gerald Smiers

DATE: April 5, 1968

FOLD ↑ Dear Jerry,

Will you please send statements of insurance to White Motor Company  
Cleveland, Ohio and Elyria Savings and Trust Co.

PLEASE REPLY TO



SIGNED

Thank you,  
Clara Terry.

DATE

SIGNED

GRAYARC CO., BROOKLYN 32, N. Y.

DETACH THIS COPY - RETAIN FOR ANSWER. SEND WHITE AND PINK COPIES WITH CARBONS INTACT.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C081

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	NET AMOUNT DUE
2 22	1968	9483	LIAB	3 17 281 50	6 34 281 50	9 51 (563 00)
2 22	1968	521123	LIAB			
TOTAL				284 67	281 84	572 51

*paid 3/13/68  
111 # 4728*

DATE PAID  
//

CHECK OR MONEY ORDER

NOTE  
NO

SUBJECT TO CONDITIONS ON REVERSE SIDE

AS YOUR RECORD OF PAYMENT

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C081

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	NET AMOUNT DUE
1 22	1968	521123	LIAB	281 50		281 50
TOTAL				281 50		281 50

*paid 3/18/68  
111 # 4728*

DATE PAID  
//

CHECK OR MONEY ORDER

NOTE  
NO

SUBJECT TO CONDITIONS ON REVERSE SIDE

AS YOUR RECORD OF PAYMENT

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C081

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	NET AMOUNT DUE
11 10	1967	9483	CRIME LIAB	3 17 213 66	3 17 245 66	6 34 459 32
11 10	1967	504195	LIAB			
TOTAL				216 83	248 83	465 66

*paid 1/4/68 111 # 4565*

DATE PAID  
//

CHECK OR MONEY ORDER

NOTE  
NO

SUBJECT TO CONDITIONS ON REVERSE SIDE

AS YOUR RECORD OF PAYMENT

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C081

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY YEAR					
10	22 1967	9483	CRIME	3 17	3 17	6 34
10	22 1967	504195	LIAB	245 66	245 66	491 32
			<b>TOTAL</b>	248 83	248 83	497 66

*Paid 11/20/67  
OK #4450*

RETAIN THIS STUB  
 NO. \_\_\_\_\_  
 CHECK OR MONEY ORDER  
 DATE PAID \_\_\_\_\_  
 NO. \_\_\_\_\_

NOTE:  
 YOU MAY HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL, AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## ORBITTS CHEMICAL COMPANY

1342 0344 0322 CDBI

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLIED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY YEAR					
9	22 1967	9483	CRIME	3 17	3 17	6 34
9	22 1967	504195	LIAB	245 66	245 66	491 32
			TOTAL	248 83	248 83	497 66

*paid 10/26/67*  
*CR # 4371*

NO. \_\_\_\_\_

CHECK OR MONEY ORDER

DATE PAID *11/11*

RETAIN THIS STUB

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C081

DATE DUE		POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
4	22 1967	9483	CRIME	3 17		3 17
4	22 1967	504195	LIAB	245 66		245 66
TOTAL				248 83		248 83

YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE	POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
5 22 1967	9483	CRIME	3 17	3 17	6 34
5 22 1967	504195	LIAB	245 66	245 66	491 32
TOTAL			248 83	<del>248 83</del>	<del>497 66</del>

*Paid 6/22/67*  
*CK #3956*

DATE PAID:     

CHECK OR MONEY ORDER:     

NO.     

NOTE: YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE	POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
2 22 1967	9483	CRIME	3 17	3 17	6 34
2 22 1967	504195	LIAB	240 10	<del>208 00</del>	<del>448 10</del>
TOTAL			243 27	<del>211 17</del>	454 44

*paid*

DATE PAID: 3/27/67

CHECK OR MONEY ORDER: 3692

NO. 3692

NOTE: SUBJECT TO CONDITIONS ON REVERSE SIDE

OHIO FARMER INSURANCE COMPANIES - LEROY, OHIO

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

RETAIN  
THIS  
STUB

RECORD  
RECORD

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE  
SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY PAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO	DAY	YEAR					
1	22	1967	9483	CRIME	3 17		3 17
TOTAL					3 17		3 17

OHIO FARMERS INSURANCE COMPANIES - LEROY, OHIO

RETAIN  
THIS  
STUB

RECORD  
RECORD

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE  
SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY PAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO	DAY	YEAR					
3	22	1967	9483	CRIME	3 17	6 34	9 51
3	22	1967	504195	LIAB	245 66	240 10	485 76
TOTAL					248 83	<del>246 44</del>	<del>495 27</del>

*Paid 4/3/67  
Ch # 3715*

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C0B1

RETAIN  
THIS  
STUBAS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
8	22	1967	9483	CRIME	3 17	3 17	6 34
8	22	1967	504195	LIAB	245 66	245 66	491 32
TOTAL					248 83	248 83	497 66

*Paid 9/18/67*  
*Ch # 4263*

NOTE  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C0B1

RETAIN  
THIS  
STUBAS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
7	22	1967	9483	CRIME	3 17	3 17	6 34
7	22	1967	504195	LIAB	245 66	245 66	491 32
TOTAL					248 83	248 83	497 66

*Paid 8/24/67*  
*Ch # 4152*

NOTE  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.

## OBITTS CHEMICAL COMPANY

1342 0344 0322 C0B1

RETAIN  
THIS  
STUBAS YOUR RECORD  
OF PAYMENT

DATE PAID

CHECK OR  
MONEY ORDER

NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
6	22	1967	9483	CRIME	3 17	6 34	9 51
6	22	1967	504195	LIAB	245 66	491 32	736 98
TOTAL					248 83	497 66	746 49

*Paid*

NOTE  
YOU HAVE PROBABLY PAID THE AMOUNT, IF ANY, SHOWN IN THIS COLUMN WITHIN THE LAST WEEK, AND YOUR CHECK WAS IN THE MAIL AS THIS BILL WAS BEING PREPARED. IF SO, PAY ONLY CURRENT BILL NOW. IF NOT, PAY TOTAL AMOUNT AT ONCE TO KEEP YOUR INSURANCE IN FORCE.



INVOICE

THE H. H. BENHAM INSURANCE AGENCY

DATE December 22, 1966 (1-3-67)

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
12-22-67	GLA-504195	Ohio Farmers	First Four Star Installment and Initial Refundable Deposit DUE AGENT.		457.05 6.93 <u>463.98</u>

*Paid 2/1/67  
cb # 3563*

RNCI R.N.CO. PTD. IN U.S.A. 02020

PLEASE RETURN THIS STATEMENT WITH REMITTANCE

INVOICE C O R R E C T E D S T A T E M E N T

THE H. H. BENHAM INSURANCE AGENCY

DATE January 11, 1967

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-11-68	SCP 9483	Ohio Farmers	First Four Star Installment and Refundable initial deposit DUE AGENT.		6.93

*~~Cancelled 1959 Mack~~*

*~~addition of 1961 White~~  
Office Burglary*

RNCI R.N.CO. PTD. IN U.S.A. 02020

PLEASE RETURN THIS STATEMENT WITH REMITTANCE

OBITTS CHEMICAL COMPANY

1342 0344 0322 COBI

RETAIN  
THIS  
STUB

AS YOUR RECORD  
OF PAYMENT

DATE PAID

11

CHECK OR  
MONEY ORDER

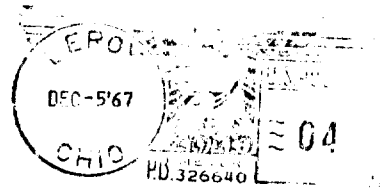
NO.

NOTE

SUBJECT TO  
CONDITIONS ON  
REVERSE SIDE

DATE DUE			POLICY NUMBER	TYPE OF INSURANCE	CURRENT INSTALLMENT DUE	PREVIOUSLY BILLED BUT UNPAID OR OVERPAID	TOTAL NET AMOUNT DUE
MO.	DAY	YEAR					
1	22	1967	504195	LIAB	208 00		208 00
January 22 payment							
TOTAL					208 00		208 00
Paid 1/25/67 chk # 3613							

BONDS  
FIDELITY  
and  
SURETY



*Abitts Chemical Co.  
P. O. Box 375  
Elyria, Ohio*

On 12/12/67, I will call on you to make a premium  
audit of the following insurance policies:

..... Workmen's Compensation  
..... Multiple Coverage  
..... Auto Fleet

Garage Liability

✓ General Liability GLA 504195  
12/22/66 - 12/22/67

Please have the following records available:

..... ✓ Payroll Records (Including Quarterly Returns)

Sales Record

..... ✓ Fleet Record

If you cannot be present on this date, your leaving the records with someone in  
authority will be appreciated. THANK YOU.



*The Farmers Insurance Group*

Ohio Farmers Insurance Company  
Colonial Heritage Life Insurance Company  
Superior Risk Insurance Company

*By Sign (Name)*

*Chuck Hamric*

AT 129 12-66

Premium Auditor

# NOTICE OF CANCELLATION TO INSURED

This cancellation notice is issued by:

☒ OHIO FARMERS INSURANCE COMPANY

☐ SUPERIOR RISK INSURANCE COMPANY

THIS NOTICE MAILED TO:

LeRoy, Ohio

INSURED

Obitts Chemical Company  
P.O. Box 375  
Elyria, Ohio 44035 Lorain County

ISSUING OFFICE

DATE ISSUED

CANCELLATION WILL TAKE EFFECT

— Fold

LeRoy, Ohio

January 30, 1968

With Respect to Insured,  
Additional Insured or  
Lien Holder: February 10, 1968

With Respect to  
Mortgagee:

Fold —

POLICY OR BOND NO.

TYPE OF CONTRACT

POLICY OR BOND EFFECTIVE DATE

AGENCY

SCP 9483

Special Coverage  
Policy

January 11, 1968

H. H. Benham Ins. Agency, Inc.  
Elyria, Ohio

Notice is hereby given that the policy or bond designated herein is canceled in accordance with its terms, such cancellation to be effective on the date set forth herein, at the hour on which such policy or bond became effective, or at such other hour, if any, specified in the cancellation provisions of such policy or bond.

The unearned premium, if any, computed in accordance with the policy or bond provisions, if not tendered, will be refunded as soon as practicable.

By Nelson E. Gordon  
Authorized Representative

Agent

MORTGAGEE,  
LIEN HOLDER,  
OR ADDITIONAL  
INSURED

— Fold

Fold —

*Void*

MORTGAGEE,  
LIEN HOLDER,  
OR ADDITIONAL  
INSURED

MAIL THIS COPY TO INSURED

# NOTICE OF CANCELLATION TO INSURED

This cancellation notice is issued by:

☒ OHIO FARMERS INSURANCE COMPANY

☐ SUPERIOR RISK INSURANCE COMPANY

THIS NOTICE MAILED TO:

LeRoy, Ohio

INSURED

Obitts Chemical Company  
P.O. Box 375  
Elyria, Ohio 44035

ISSUING OFFICE

DATE ISSUED

CANCELLATION WILL TAKE EFFECT

— Fold LeRoy, Ohio

March 11, 1968

With Respect to Insured,  
Additional Insured or  
Lien Holder: March 22, 1968

With Respect to  
Mortgagee: March 22, 1968

Fold -

POLICY OR BOND NO.

TYPE OF CONTRACT

POLICY OR BOND EFFECTIVE DATE

AGENCY

GLA 52 11 23

General Liability-  
Automobile

December 22, 1967

H. H. Benham Ins. Agency  
Elyria, Ohio

Notice is hereby given that the policy or bond designated herein is canceled in accordance with its terms, such cancellation to be effective on the date set forth herein, at the hour on which such policy or bond became effective, or at such other hour, if any, specified in the cancellation provisions of such policy or bond.

The unearned premium, if any, computed in accordance with the policy or bond provisions, if not tendered, will be refunded as soon as practicable.

By Lloyd K. Smuckler  
Authorized Representative  
Vice-President

MORTGAGEE,  
LIEN HOLDER,  
OR ADDITIONAL  
INSURED

Elyria Savings & Trust Co.  
Elyria,  
Ohio

— Fold

Fold -

MORTGAGEE,  
LIEN HOLDER,  
OR ADDITIONAL  
INSURED

Elyria Savings & Trust National Bank  
Elyria,  
Ohio

# NOTICE OF CANCELLATION TO INSURED

This cancellation notice is issued by:

☒ OHIO FARMERS INSURANCE COMPANY

☐ SUPERIOR RISK INSURANCE COMPANY

THIS NOTICE MAILED TO:

LeRoy, Ohio

INSURED

Obitts Chemical Company  
P.O. Box 375  
Elyria, Ohio 44035

ISSUING OFFICE

DATE ISSUED

CANCELLATION WILL TAKE EFFECT

LeRoy, Ohio

March 11, 1968

With Respect to Insured,  
Additional Insured or  
Lien Holder: March 22, 1968

With Respect to  
Mortgagee: March 22, 1968

POLICY OR BOND NO.

TYPE OF CONTRACT

POLICY OR BOND EFFECTIVE DATE

AGENCY

GLA 52 11 23

General Liability-  
Automobile

December 22, 1967

H. H. Benham Ins. Agency  
Elyria, Ohio

Notice is hereby given that the policy or bond designated herein is canceled in accordance with its terms, such cancellation to be effective on the date set forth herein, at the hour on which such policy or bond became effective, or at such other hour, if any, specified in the cancellation provisions of such policy or bond.

The unearned premium, if any, computed in accordance with the policy or bond provisions, if not tendered, will be refunded as soon as practicable.

By Lloyd H. Smuckler  
Authorized Representative  
Vice-President

MORTGAGEE,  
LIEN HOLDER,  
OR ADDITIONAL  
INSURED

White Motor Corporation and The White Motor  
Credit Corporation  
1421 E. 49th St.  
Cleveland, Ohio

— Fold

Fold —

MORTGAGEE,  
LIEN HOLDER,  
OR ADDITIONAL  
INSURED

MAIL THIS COPY TO INSURED

752  
5800  
400  
6952  
+  
+  
+  
7

Paul  
2/11/47

Chk # 3592



## INVOICE

DATE January 11, 1967

To Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

## THE H. H. BENHAM INSURANCE AGENCY

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

## MORTGAGE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-11-68	SCP 9483	Ohio Farmers	First Four Star Installment and Refundable Initial Deposit DUE AGENT. <i>Office Burglary Inc.</i>		7.52

RNCI R.H.CO. PTD. IN U.S.A. 02020

PLEASE RETURN THIS STATEMENT WITH REMITTANCE

## INVOICE

## THE H. H. BENHAM INSURANCE AGENCY

DATE January 31, 1967

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

To Dorothy Dubena  
1130 Gulf Road  
Elyria, Ohio

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

MORTGAGEE: Carl Swiers

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-31-68	14 75 501	Continental	Building  <i>Fire Ins. Concrete blk. bldg. FIRST YEAR PREMIUM (Warehouse 142 Lounsbury St. Chittenden Chem. Co.)</i>	3500.	58.00

RNCI R.N.CO. PTD. IN U.S.A. 02020

PLEASE RETURN THIS STATEMENT WITH REMITTANCE

**INVOICE****DATE** January 31, 1967**To** Dorothy Dubena  
1130 Gulf Road  
Elyria, Ohio**THE H. H. BENHAM INSURANCE AGENCY**

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

*Satisfactory Insurance Service*

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

**MORTGAGEE:**

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
1-31-68	14 75 501	Continental	Endorsement issued correcting fire rate and premium.		4.00

RNCI R.N.CO. PTD. IN U.S.A. 02020

**PLEASE RETURN THIS STATEMENT WITH REMITTANCE**

## INVOICE

DATE December 22, 1966 (1-3-67)

To Obitts Chemical Company  
142 Locust Street  
Elyria, Ohio

## THE H. H. BENHAM INSURANCE AGENCY

Gerald "Jerry" Swiers &amp; Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

## MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
	1905	Ohio Farmers	Binder for 1967 Oldsmobile from 11-25-66 to 12-25-66.  <i>Paid 1/4/67</i> <i>Ck # 3491</i>		17.00

RNCI R.N.CO. PTD. IN U.S.A. 02020

PLEASE RETURN THIS STATEMENT WITH REMITTANCE

INVOICE

DATE February 16, 1966

To Dorothy Dubena  
144 Locust Street  
Elyria, Ohio

**THE H. H. BENHAM INSURANCE AGENCY**

Gerald "Jerry" Swiers & Elizabeth Benham Swiers, Agents

Satisfactory Insurance Service

Established in 1886

122 Lodi Street

Elyria, Ohio

Phone FA 2-2627

MORTGAGEE: Carl Swiers

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
2-16-67	14 75 491	Continental	Building  <i>Office Building 142 Locust St.</i>	10,000	79.00
			<i>Wd. 2/25/66 chk. # 3866</i>		

RNCI R.N.CO. PTD. IN U.S.A. 02020

PLEASE RETURN THIS STATEMENT WITH REMITTANCE

# *Ohio Farmers Insurance Group*

LE ROY, OHIO



## **THE H. H. BENHAM INSURANCE AGENCY**

ELIZABETH BENHAM SWIERS & JERRY SWIERS

122 LODI STREET, ELYRIA, OHIO 44035

TELEPHONE: FA 2-2627

April 18, 1968

Obitts Chemical Company  
P. O. Box 375  
Elyria, Ohio

Re: GLA 52 11 23

Dear Sir:

We are enclosing the Certificate of Insurance that you requested.  
This is for White Motor Company and Elyria Savings and Trust  
National Bank. Please forward to the above companies.

Thank you,

Very truly yours,

*Gerald D. Swiers*

Gerald D. Swiers  
H. H. Benham Insurance Agency Inc.

GS/ek  
Encl.

# CERTIFICATE OF INSURANCE

Certificate issued to WHITE MOTOR COMPANY

Address .....

This is to certify that the following policies, subject to their terms, conditions and exclusions, have been issued by the  
☒ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio:      ☐ SUPERIOR RISK INSURANCE COMPANY, LeRoy, Ohio:

Name of Insured OBITTS CHEMICAL COMPANY

Address P.O. BOX 375, ELYRIA, OHIO LORAIN COUNTY 44035

FORM OF INSURANCE	LIMITS OF LIABILITY		POLICY NUMBER	POLICY TERM
	BODILY INJURY	PROPERTY DAMAGE		
Manufacturers' or Contractors' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Owners', Landlords' and Tenants' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
Owners' or Contractors' Protective Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Completed Operations and Products Liability	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Comprehensive Liability				
(1) Comprehensive Automobile	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
(2) Comprehensive General	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Excluding Completed Operations and Products and Contractual				
(3) Comprehensive (Combined General and Automobile)	Automobile \$ 100,000 Each Person \$ 300,000 Each Occurrence General Liability \$ 100,000 Each Person \$ 300,000 Each Occurrence \$ 300,000 Aggregate	\$ 50,000. Each Occurrence \$ 50,000. Each Occurrence \$ 50,000. Aggregate	OLA 52 11 23	12-22-67 to 12-22-68
Excluding Completed Operations and Products and Contractual				
Basic Automobile Liability	\$ Each Person \$ Each Accident	\$ Each Accident		
Workmens' Compensation and Employers' Liability	As provided in applicable law \$ Each Accident			

Locations Covered

In the event of any material change in or cancelation of said policies, the company will make every effort to notify the party to whom this certificate is issued of such change or cancelation, but the company undertakes no responsibility by reason of any failure so to do.

Dated this 18 day of April 19 68

By [Signature]

# CERTIFICATE OF INSURANCE

Certificate issued to WHITE MOTOR COMPANY

Address .....

This is to certify that the following policies, subject to their terms, conditions and exclusions, have been issued by the  
☒ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio:      ☐ SUPERIOR RISK INSURANCE COMPANY, LeRoy, Ohio:

Name of Insured WHITE CHEMICAL COMPANY

Address P.O. BOX 375, ALEXIA, OHIO LORAIN COUNTY 44035

FORM OF INSURANCE	LIMITS OF LIABILITY		POLICY NUMBER	POLICY TERM
	BODILY INJURY	PROPERTY DAMAGE		
Manufacturers' or Contractors' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Owners', Landlords' and Tenants' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
Owners' or Contractors' Protective Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Completed Operations and Products Liability	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Comprehensive Liability				
(1) Comprehensive Automobile	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
(2) Comprehensive General	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Excluding Completed Operations and Products and Contractual				
(3) Comprehensive (Combined General and Automobile)	Automobile \$ 100,000 Each Person \$ 300,000 Each Occurrence General Liability \$ 100,000 Each Person \$ 300,000 Each Occurrence \$ 300,000 Aggregate	\$ 50,000 Each Occurrence \$ 50,000 Each Occurrence \$ 50,000 Aggregate	OLA 52 11 23	12-22-67 to 12-22-68
Excluding Completed Operations and Products and Contractual				
Basic Automobile Liability	\$ Each Person \$ Each Accident	\$ Each Accident		
Workmens' Compensation and Employers' Liability	As provided in applicable law			
	\$	Each Accident		

Locations Covered

In the event of any material change in or cancelation of said policies, the company will make every effort to notify the party to whom this certificate is issued of such change or cancelation, but the company undertakes no responsibility by reason of any failure so to do.

Dated this 18 day of April 19 68

By James A. Huron



# CERTIFICATE OF INSURANCE

Certificate issued to ELYRIA SAVINGS AND TRUST NATIONAL BANK

Address .....

This is to certify that the following policies, subject to their terms, conditions and exclusions, have been issued by the  
☒ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio:      ☐ SUPERIOR RISK INSURANCE COMPANY, LeRoy, Ohio:

Name of Insured OBITTS CHEMICAL COMPANY

Address P.O. BOX 375, ELYRIA, OHIO      LORAIN COUNTY      44035

FORM OF INSURANCE	LIMITS OF LIABILITY		POLICY NUMBER	POLICY TERM
	BODILY INJURY	PROPERTY DAMAGE		
Manufacturers' or Contractors' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Owners', Landlords' and Tenants' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
Owners' or Contractors' Protective Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Completed Operations and Products Liability	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Comprehensive Liability				
(1) Comprehensive Automobile	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
(2) Comprehensive General	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Excluding Completed Operations and Products and Contractual				
(3) Comprehensive (Combined General and Automobile)	Automobile \$ 100,000. Each Person \$ 300,000. Each Occurrence General Liability \$ 100,000. Each Person \$ 300,000. Each Occurrence \$ 300,000. Aggregate	\$ 50,000. Each Occurrence \$ 50,000. Each Occurrence \$ 50,000. Aggregate	OLA 32 11 23	12-22-67 to 12-22-68
Excluding Completed Operations and Products and Contractual				
Basic Automobile Liability	\$ Each Person \$ Each Accident	\$ Each Accident		
Workmens' Compensation and Employers' Liability	As provided in applicable law \$ Each Accident			

Locations Covered

In the event of any material change in or cancelation of said policies, the company will make every effort to notify the party to whom this certificate is issued of such change or cancelation, but the company undertakes no responsibility by reason of any failure so to do.

Dated this 18 day of April 19 68

By James A. Swans

# CERTIFICATE OF INSURANCE

Certificate issued to ELYRIA SAVINGS AND TRUST NATIONAL BANK

Address .....

This is to certify that the following policies, subject to their terms, conditions and exclusions, have been issued by the  
☒ OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio:      ☐ SUPERIOR RISK INSURANCE COMPANY, LeRoy, Ohio:

Name of Insured OBITTS CHEMICAL COMPANY

Address P.O. BOX 375, ELYRIA, OHIO      LORAIN COUNTY      44035

FORM OF INSURANCE	LIMITS OF LIABILITY		POLICY NUMBER	POLICY TERM
	BODILY INJURY	PROPERTY DAMAGE		
Manufacturers' or Contractors' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Owners', Landlords' and Tenants' Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
Owners' or Contractors' Protective Liability	\$ Each Person \$ Each Occurrence	\$ Each Occurrence \$ Aggregate		
Completed Operations and Products Liability	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ Each Occurrence \$ Aggregate		
Comprehensive Liability				
(1) Comprehensive Automobile	\$ Each Person \$ Each Occurrence	\$ Each Occurrence		
(2) Comprehensive General	\$ Each Person \$ Each Occurrence \$ Excluding Completed Operations and Products and Contractual	\$ Each Occurrence \$ Aggregate		
(3) Comprehensive (Combined General and Automobile)	Automobile \$ 100,000. Each Person \$ 300,000. Each Occurrence General Liability \$ 100,000. Each Person \$ 300,000. Each Occurrence \$ 300,000. Aggregate	\$ 50,000. Each Occurrence \$ 50,000. Each Occurrence \$ 50,000. Aggregate	GLA 52 11 23	12-22-67 to 12-22-68
Basic Automobile Liability	\$ Each Person \$ Each Accident	\$ Each Accident		
Workmens' Compensation and Employers' Liability	As provided in applicable law			
	\$	Each Accident		

Locations Covered

In the event of any material change in or cancelation of said policies, the company will make every effort to notify the party to whom this certificate is issued of such change or cancelation, but the company undertakes no responsibility by reason of any failure so to do.

Dated this 18 day of April 19 68  
 By James A. Howard

This Policy written by:

THE H. H. BENHAM INS. AGCY.  
122 LODI STREET  
ELYRIA, OHIO  
Your Local Independent Insurance Agent



***General Liability—  
Automobile Policy***

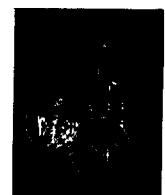
**OHIO FARMERS  
INSURANCE COMPANY**

**LeROY, OHIO**

CHARTERED 1848

**OHIO FARMERS INSURANCE COMPANY**

Service offices for our Companies are located in the principal cities of the United States, so that prompt and dependable service can be given to our Agents and to the general public in any part of the country.



# OHIO FARMERS INSURANCE COMPANY

## LeRoy, Ohio

A Corporation organized under a Special Act of the Legislature of the State of Ohio, herein called the company

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

### SUPPLEMENTARY PAYMENTS

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

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of

the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

### DEFINITIONS

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

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

"**bodily injury**" means bodily injury, sickness or disease sustained by any person;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**damages**" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage**;

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

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

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

(Continued on Inside Back Cover)

Attach Declarations Page (Part Two) here so that Insured's Name and Address will appear in the window.

### DEFINITIONS CONTINUED

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

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle), but "**named insured's products**" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including injurious exposure to conditions, which results, during the policy period, in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"**policy territory**" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to **damages** because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes **bodily injury** and **property damage** arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"**property damage**" means injury to or destruction of tangible property;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "**Underground property damage**" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the insured under an **incidental contract**.

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

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT — BROAD FORM

It is agreed that:

I. The policy 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

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

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

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury** or **property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material**, **special nuclear material** or **byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

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

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

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

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

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

### CONDITIONS

1. **PREMIUM.** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary

for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **INSPECTION AND AUDIT.** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

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

(Continued)

**CONDITIONS (Continued)**

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

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

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury** or **property damage** with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. ACTION AGAINST COMPANY.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligation hereunder.

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

*M. Z. Schamp* Corporate Secretary.

*J. B. Rowe* President.

This endorsement modifies the Cancellation Condition and is applicable to all insurance afforded by the policy.

**AMENDMENT OF CANCELLATION CONDITION  
(Michigan)**

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

CHANGE ENDORSEMENT — AUTOMOBILE  
(For use with GLA and CCP Policies)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

Division I — Automobile Added — To afford insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type; Truck Load Capacity; Tank Gallonage Capacity	Serial, Motor or Identification Number (Indicate which by S, M or I)	Rating Symbol or List Price	Actual Cost Complete
1971	Deisel Mack	Tractor	R685ST20880	\$	\$ 21,600
Date Purchased	New/Used	The named insured is the sole owner of the automobile, except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, unless otherwise stated herein:		If mortgaged or otherwise encumbered, state amount and to whom:	
				Mack Truck, Inc. and/or Mack Financial Corp. and/or Their Respective Assigns	

The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein. 13600 Broadway Ave.  
Garfield Hts., Ohio

Division II — Automobile Eliminated — To discontinue insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type	Serial, Motor or Identification Number

Division III — The insurance afforded is only with respect to such and so many of the following coverages as are indicated by an additional or return premium or the words "no charge" in the premiums column. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	
		Additional	Return
Bodily Injury Liability	\$ 100,000 each person		
	\$ 300,000 each occurrence	\$ 121.00	\$
Property Damage Liability	\$ 50,000 each occurrence	\$ 119.00	\$
Automobile Medical Payments	\$ each person	\$	\$
Comprehensive (Includes Fire, Theft, Wind and Combined Additional Coverage)	\$ ACV	\$ 144.00	\$
Collision or Upset	Actual Cash Value Less \$ 250 Deductible	\$ 300.00	\$
Fire, Lightning and Transportation	\$	\$	\$
Theft, Robbery and Pilferage	\$	\$	\$
Windstorm, Hail, Earthquake or Explosion	\$	\$	\$
Combined Additional Coverage	\$	\$	\$
Towing and Labor Costs	\$ each disablement	\$	\$
Uninsured Motorists	\$ 12,500 each person \$25,000 each accident	\$ 2.00	\$
		\$	\$
TOTAL PREMIUM		\$ 686.00	\$

If the premium for this policy is payable in installments the unpaid installments are changed to:

Date Due

Amount

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective June 23, 1971 at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. GLA 56 28 03 issued to Obitts Chemical Co.

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said companies may appear in the above mentioned policy.

Signed

Agent

Elyria, Ohio 134-2-344

CORRECTED

Form  
AC 334

CHANGE ENDORSEMENT — AUTOMOBILE  
(For use with GLA and CCP Policies)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

Division I — Automobile Added — To afford insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type; Truck Load Capacity; Tank Gallonage Capacity	Serial, Motor or Identification Number (Indicate which by S, M or I)	Rating Symbol or List Price	Actual Cost Complete
				\$	\$
				\$	\$
Date Purchased	New/Used	The named Insured is the sole owner of the automobile, except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, unless otherwise stated herein:		If mortgaged or otherwise encumbered, state amount and to whom:	

The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein.

Division II — Automobile Eliminated — To discontinue insurance with respect to the following described automobile:

Year Model	Trade Name	Body Type	Serial, Motor or Identification Number
1963	White Tractor	Tractor	

Division III — The insurance afforded is only with respect to such and so many of the following coverages as are indicated by an additional or return premium or the words "no charge" in the premiums column. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	
		Additional	Return
Bodily Injury Liability	\$ canceled each person \$ canceled each occurrence	\$	\$ 109.00
Property Damage Liability	\$ canceled each occurrence	\$	\$ 106.00
Automobile Medical Payments	\$ each person	\$	\$
Comprehensive (Includes Fire, Theft, Wind and Combined Additional Coverage)	\$ canceled	\$	\$ 24.00
Collision or Upset	Actual Cash Value Less \$ canceled Deductible	\$	\$ 163.00
Fire, Lightning and Transportation	\$	\$	\$
Theft, Robbery and Pilferage	\$	\$	\$
Windstorm, Hail, Earthquake or Explosion	\$	\$	\$
Combined Additional Coverage	\$	\$	\$
Towing and Labor Costs	\$ each disablement	\$	\$
Uninsured Motorists	\$ canc. each person \$ canc. each accident	\$	\$ 2.00
		\$	\$
		\$	\$
	TOTAL PREMIUM	\$	\$ 404.00

If the premium for this policy is payable in installments the unpaid installments are changed to:

Date Due

Amount

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

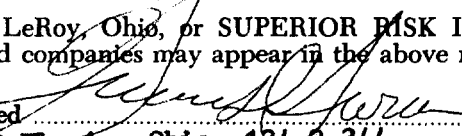
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement becomes effective July 12, 1971 at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. GLA 56 28 03 issued to Obitts Chemical Co.

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said companies may appear in the above mentioned policy.

AC 334 Rev. 3-70

Signed  Agent  
Elvria, Ohio 134-2-344



OHIO FARMERS INSURANCE COMPANY LeROY, OHIO

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes this policy. STOCK PLAN

Agent H. H. Benham Ins. Agency, Inc.  
Town Elyria  
State Ohio  
Agency No. 134-2-344  
Renewal of GLA 54 80 44

ITEM 1. Insured's Name and Mailing Address (No., Street, Town or City, County, State, Zip)

Obitts Chemical Co.  
P.O. Box 375  
Elyria, Ohio 44035 Lorain Co.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation  
☐ (Other)

Business of the named insured is:

Industrial Solvents

ITEM 2.

Policy Period: From December 22, 1970 to December 22, 1971  
Audit Period: Annual, unless otherwise stated

12:01 A.M., standard time at the address  
of the named insured as stated herein.

ITEM 3.

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

Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$ 1889.00	AC 401	Automobile Liability Insurance — Comprehensive
\$ 15.00	AC 402	Automobile Medical Payments Insurance
\$ 2280.00	AC 404	Automobile Physical Damage Insurance
\$		Automobile Physical Damage Insurance — Dealers
\$		Completed Operations and Products Liability Insurance
\$ 795.00	AC 407	Comprehensive General Liability Insurance
\$		Comprehensive Personal Insurance
\$		Contractual Liability Insurance
\$		Druggists' Liability Insurance
\$		Elevator Collision Insurance
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance
\$		Farmer's Comprehensive Personal Insurance
\$		Farmer's Medical Payments Insurance
\$		Garage Insurance
\$		Hospital Professional Liability Insurance
\$		Manufacturers' and Contractors' Liability Insurance
\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Personal Injury Liability Insurance
\$		Premises Medical Payments Insurance
\$		Storekeepers Liability Insurance
\$ 25.00	AC 426	Uninsured Motorists Insurance
		Endorsements: (describe and identify by form number)
\$		AC 347 GA51b
\$		A3807 AC 132
\$		A3409 AC 132
\$		G304 G335
\$		GA51b FA 156
\$ 5004.00		Total Advance Premium for this policy.

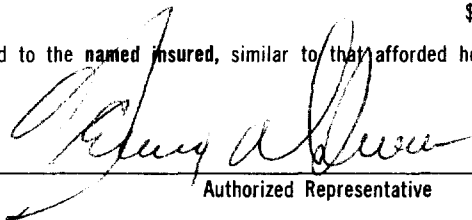
If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable as follows:

Due Date	Amount	Due Date	Amount	Due Date	Amount
\$		\$		\$	

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

COUNTERSIGNATURE DATE

By

  
Authorized Representative

## DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;  
(Comprehensive General; Owners', Landlords' and Tenants')
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;  
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Owners' and Contractors' Protective)
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;  
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Completed Operations and Products)
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;  
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations)
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;  
(Comprehensive General; Completed Operations and Products)
6. "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum  
"Class A" means all clerical office employees  
"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service managers and chauffeurs  
"Class C" means all other employees;  
(Garage Insurance)
7. A. "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;  
B. "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;  
C. "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons;  
(Comprehensive Automobile Liability)
8. "cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.  
(Contractual Liability Insurance (Designated Contracts Only))

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## EXTENSION OF TERRITORIAL COVERAGE

(applicable only if this policy is issued in the States of Arizona or California).

Paragraph (1) of the Definition of "Policy Territory" is deleted in its entirety and the following is substituted therefor: (1) The Continent of North America or the Territories or Possessions of the United States of America, or

OHIO FARMERS INSURANCE COMPANY  
SUPERIOR RISK INSURANCE COMPANY  
LEROY, OHIO

## SCHEDULE

Policy No. GLA56 28 03

COVERAGES						LIMITS OF LIABILITY	
C. Bodily Injury Liability						\$ 100,000	each person
						\$ 300,000	each occurrence
D. Property Damage Liability						\$ 50,000	each occurrence
AUTOMOBILE LIABILITY HAZARDS							
DESCRIPTION OF HAZARDS						ADVANCE PREMIUM	
1. Owned Automobiles — Premium Basis—Per Automobile						BODILY INJURY	PROPERTY DAMAGE
Town or City and State In Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use	979.00	902.00
Elyria, Ohio	See	Schedule	AC 347				
2. Hired Automobiles — Premium Basis—Cost of Hire							
Types Hired	Locations Where Automobiles Will Be Principally Used		Purposes of Use	Estimated Cost of Hire	Rates Per \$100 Cost of Hire		
					BI	PD	
Private Passenger	Elyria, Ohio		Pleasure & Business	if any	as per manual		
Commercial			Commercial				
3. Non-Owned Automobiles — Premium Basis—Class 1 Persons and Class 2 Employees							
Class 1 Persons—Name of Each		Location of Headquarters of Persons Named Herein					
if any		Elyria, Ohio				7.00	1.00
Class 2 Employees—Estimated Average Number		Location of Headquarters of Class 2 Employees		Rates Per Employee			
				BI PD			
if any		Elyria, Ohio		.264 .113			
Total Advance B.I. and P.D. Premiums						986.00	903.00
Total Advance Premium						\$ 1889.00	

# COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

## I. COVERAGE C—BODILY INJURY LIABILITY

### COVERAGE D—PROPERTY DAMAGE LIABILITY

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

Coverage C. **bodily injury** or

Coverage D. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **automobile**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply:

- (a) to liability assumed by the **insured** under any contract or agreement;
- (b) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) to **property damage** to
  - (1) property owned or being transported by the **insured**, or
  - (2) property rented to or in the care, custody or control of the **insured**, or as to which the **insured** is for any purpose exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;
- (e) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision.

## II. PERSONS INSURED

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

- (a) the **named insured**;
- (b) any partner or executive officer thereof, but with respect to a **non-owned automobile** only while such **automobile** is being used in the business of the **named insured**;
- (c) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **named insured**, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **insured** only if he is:
  - (1) a lessee or borrower of the **automobile**, or
  - (2) an employee of the **named insured** or of such lessee or borrower;
- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **insured** under (a), (b) or (c) above.

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

- (i) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;
- (ii) the owner or lessee (of whom the **named insured** is a sub-lessee) of a **hired automobile** or the owner of a **non-owned automobile**, or any agent or employee of any such owner or lessee;
- (iii) an executive officer with respect to an **automobile** owned by him or by a member of his household;

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

- (1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or
- (2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;
- (v) any person while employed in or otherwise engaged in duties in connection with an **automobile business**, other than an **automobile business** operated by the **named insured**.

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

## III. LIMITS OF LIABILITY

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

**Coverage C**—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence".

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

**Coverages C and D**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

## IV. POLICY PERIOD; TERRITORY

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

## V. ADDITIONAL DEFINITIONS

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

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

"**hired automobile**" means an **automobile** not owned by the **named insured** which is used under contract in behalf of, or loaned to, the **named insured**, provided such **automobile** is not owned by or registered in the name of (a) a partner or executive officer of the **named insured** or (b) an employee or agent of the **named insured** who is granted an operating allowance of any sort for the use of such **automobile**;

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

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

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

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

## VI. ADDITIONAL CONDITION

### Excess Insurance—Hired and Non-Owned Automobiles

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

OHIO FARMERS INSURANCE COMPANY

SUPERIOR RISK INSURANCE COMPANY

LeRoy, Ohio

SCHEDULE

For attachment to Policy No. GLA 56 28 03, to complete said policy.

COVERAGE	LIMIT OF LIABILITY	ADVANCE PREMIUM
F. Automobile Medical Payments	\$ 2000 each person	\$ 15.00
DESIGNATED PERSON INSURED		
		\$
		\$
		\$
		\$
		\$
		\$
Total Advance Premium		\$ 15.00

DESIGNATION OF AUTOMOBILES—Division 1

(1) ☐ Any owned automobile

(2) ☐ Any hired automobile

(3) ☐ Any licensed owned private passenger automobile

(4) ☒ Any automobile described in the schedule and designated "M.P."

(5) ☐ Any non-owned automobile

(6) ☐

I. COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable medical expense incurred within one year from the date of the accident:

- Division 1. to or for each person who sustains **bodily injury**, caused by accident, while **occupying** a **designated automobile** which is being used by a person for whom **bodily injury** liability insurance is afforded under this policy with respect to such use;
- Division 2. to or for each **insured** who sustains **bodily injury**, caused by accident, while **occupying** or, while a pedestrian, through being struck by a **highway vehicle**.

Exclusions

This insurance does not apply:

- (a) to **bodily injury** to any person or **insured** while employed or otherwise engaged in duties in connection with an **automobile business**, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (b) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) under Division 1, to **bodily injury** to any employee of the **named insured** arising out of and in the course of employment by the **named insured**, but this exclusion does not apply to any such **bodily injury** arising out of and in the course of domestic employment by the **named insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) under Division 2, to **bodily injury** sustained while **occupying** a **highway vehicle** owned by any **insured**, or furnished for the regular use of any **insured** by any person or organization other than the **named insured**.

II. PERSONS INSURED—DIVISION 2.

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

- (a) any person designated as **insured** in the schedule;
- (b) while residents of the same household as such designated person, his spouse and the relatives of either;
- and if such designated person shall die, any person who was an **insured** at the time of such death shall continue to be an **insured**.

III. LIMIT OF LIABILITY

The limit of liability for Automobile Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any person, including any **insured**, as the result of any one accident.

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

IV. ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"**designated automobile**" means an **automobile** designated in the schedule and includes:

- (a) an **automobile** not owned by the **named insured** while temporarily used as a substitute for an **owned automobile** designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and
- (b) a trailer designed for use with a **private passenger automobile**, if not being used for business purposes with another type **automobile** and if not a home, office, store, display or passenger trailer;

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

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

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

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

V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of "**policy territory**".

VI. ADDITIONAL CONDITIONS

A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

B. Excess Insurance

Except with respect to an **owned automobile**, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance available to the **insured** under any other policy.

AUTOMOBILE PHYSICAL DAMAGE INSURANCE COVERAGE PART  
(FLEET AUTOMATIC)

OHIO FARMERS INSURANCE COMPANY

SUPERIOR RISK INSURANCE COMPANY

LeRoy, Ohio

For attachment to Policy No. GLA 56 28 03 , to complete said policy.

SCHEDULE

Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such covered automobiles as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in Item 5. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY—Each covered automobile					ADVANCE PREMIUM
		IF ACTUAL CASH VALUE (ACV) Enter: "ACV" and DEDUCTIBLE		IF STATED AMOUNT, Enter: AMOUNT and DEDUCTIBLE		OTHERWISE, Enter: "S", meaning "as separately stated in Item 2(c)"	
O. Comprehensive	1	ACV	\$	\$	\$		\$ 483.00
P. Collision	1		\$ 100			S-Item #3 S-Item #11	\$ 1797.00
Q. Fire, Lightning or Transportation							\$
R. Theft							\$
S. Windstorm, Hail, Earthquake or Explosion							\$
T. Combined Additional							\$
V. Towing (Not available in California)		\$25 for each disablement					\$
Form Nos. of Endorsements forming part of this insurance at issue:						Advance Premium for Endorsements	\$
						Total Advance Premium	\$ 2280.00
Maximum Limit of Liability:	Any one covered automobile \$		All covered automobiles at any one location \$			All covered automobiles \$	
Records to be submitted:	monthly		quarterly			semi-annually	
Audit Period:	monthly		quarterly			semi-annually	
						annually	

2.	Covered Automobiles as of Effective Date of this Insurance				
	(a) Description; Purposes of Use — (P&B=Plasure and Business; C=Commercial)				
AUTO.	Year Model; Trade Name; Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model			Principally garaged in (Town, State)	Purpose of use Classification
1.					
2.	See AC 347			Elyria, Ohio	
3.					

	(b) Facts Respecting Purchase				
AUTO.	List Price	Actual Cost	Purchased Mo. & Yr. New; Used (N) (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:
1.					
2.					
3.	See AC 347				

(c) Limit of Liability (if not stated in Item 1); Net Rates; Advance Premium												
A U T O.	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for:				NET RATES	ADVANCE PREMIUM						
	Coverages other than Collision		Collision			Compre- hensive	Collision	Fire, Light- ning or Transpor- tation	Theft	Windstorm, Hail, Earth- quake or Explosion	Combined Additional	Towing
	Enter:		Enter:									
	Amt. or "ACV" &	Deductible	"ACV" &	Deductible								
1.						\$	\$	\$	\$	\$	\$	\$
2.				not covered		\$	\$	\$	\$	\$	\$	\$
3.				not covered		\$	\$	\$	\$	\$	\$	\$
"ACV"—Actual Cash Value						TOTALS	\$	\$	\$	\$	\$	\$

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

4. Business of the named insured is

5. Explanation of entries in Item 1 for designating the covered automobiles to which this insurance applies, under each Coverage afforded:  
1 = all covered automobiles  
2 = all registered covered automobiles  
3 = all covered automobiles of the private passenger type  
4 = all covered automobiles of the commercial type  
5 = the covered automobiles described in Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "covered automobile" definition)  
When so entered in addition to numerals 1, 2, 3 or 4:  
6 = excluding vehicles leased to the named insured  
7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least \$\_\_\_\_\_

## I. COVERAGE AGREEMENTS

### 1. The company will pay for loss to covered automobiles:

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

**COVERAGE P—COLLISION**—caused by collision;

**COVERAGE Q—FIRE, LIGHTNING OR TRANSPORTATION**—caused by

- (a) fire or lightning,
- (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or
- (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

**COVERAGE R—THEFT**—caused by theft or larceny;

**COVERAGE S—WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION**—caused by windstorm, hail, earthquake or explosion;

**COVERAGE T—COMBINED ADDITIONAL**—caused by

- (a) windstorm, hail, earthquake or explosion,
  - (b) riot or civil commotion,
  - (c) the forced landing or falling of any aircraft or its parts or equipment,
  - (d) malicious mischief or vandalism,
  - (e) flood or rising waters, or
  - (f) external discharge or leakage of water;
- provided that, with respect to each covered automobile,
- (i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss

livery this insurance applies to all covered automobiles, and

in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

- (ii) under the Combined Additional coverage, \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

### 2. The company will pay:

**COVERAGE V—TOWING**—for towing and labor costs necessitated by the disablement of covered automobiles, provided the labor is performed at the place of disablement.

## 3. SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the company will:

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

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

## Exclusions

This insurance does not apply:

- (a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;
- (b) to damage which is due and confined to:
  - (i) wear and tear, or
  - (ii) freezing, or
  - (iii) mechanical or electrical breakdown or failure,unless such damage is the result of other loss covered by this insurance;

hereby amended to conform to such statutes.

(c) to tires, unless

- (i) loss be coincident with and from the same cause as other loss covered by this insurance; or
- (ii) damaged by fire (and, if a covered automobile of the private passenger type, by malicious mischief or vandalism) or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(d) to loss due to

- (i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (ii) radioactive contamination;

(e) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a covered automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(f) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(g) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-driven.

## II. LIMIT OF LIABILITY

1. The limit of the company's liability for loss to any one covered automobile shall not exceed the least of the following amounts:

(a) the actual cash value of such covered automobile, or if the loss is to a part thereof the actual cash value of such part, at time of loss; or

(b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each covered automobile" under the coverage afforded for the loss to such covered automobile, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a covered automobile newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one covered automobile."

2. The total limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed:

(a) as to all covered automobiles at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one covered automobile;

(b) as to all covered automobiles, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one covered automobile and (ii) any one location.

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

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

## IV. ADDITIONAL DEFINITIONS

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

"collision" means (i) collision of a covered automobile with another object or with a vehicle to which it is attached, or (ii) upset of such covered automobile;

"commercial type" means

- (i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or
- (ii) an altered private passenger type vehicle used for retail or wholesale delivery;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a covered automobile to which this insurance applies and is:

- (i) owned by the named insured, or
- (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the named insured during the policy period provided, however, that:

- (i) it replaces a described covered automobile, or as of the date of its delivery this insurance applies to all covered automobiles, and

- (ii) the named insured notifies the company within 30 days following such delivery date;

but "covered automobile" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured, unless specifically stated otherwise by endorsement forming a part of the policy;

"loss" means direct and accidental loss or damage;

"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "purposes of use":

"commercial" means use principally in the business occupation of the named insured as stated in the schedule, including occasional use for personal, pleasure, family and other business purposes;

"pleasure and business" means personal, pleasure, family and business use.

## V. CONDITIONS

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

1. **Named Insured's Duties in Event of Loss.** In the event of loss the named insured shall:

(a) protect the covered automobile, whether or not this insurance applies to the loss, and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss.** With respect to any loss covered by this insurance, the company may pay for said loss in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the named insured, with payment for any resultant damage thereto, at any time before the loss is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

3. **Appraisal.** If the named insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

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

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

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

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



OHIO FARMERS INSURANCE COMPANY  
SUPERIOR RISK INSURANCE COMPANY  
LEROY, OHIO

SCHEDULE

Policy No. GLA 56 28 03

COVERAGES		LIMITS OF LIABILITY				
A. Bodily Injury Liability	\$ 100,000	each person				
	\$ 300,000	each occurrence				
	\$ 300,000	aggregate				
B. Property Damage Liability	\$ 50,000	each occurrence				
	\$ 50,000	aggregate				
GENERAL LIABILITY HAZARDS						
Location of all premises owned by, rented to or controlled (ENTER "SAME" IF SAME AS ITEM 1. OF DECLARATIONS) by the named insured 145 Locust St., Elyria, Ohio						
Interest of named insured in such premises Owner "OWNER", "GENERAL LESSEE" OR "TENANT"						
Part occupied by named insured Entire						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration			
Oil Refining - petroleum	4740	c)85,000	.2068	.728	176.00	619.00
Elevators (Number at Premises)		Number Insured	Per Elevator			
Independent Contractors		Cost	Per \$100 of Cost			
No exposure at effective date of policy		if any	as per manual			
Completed Operations		(a) Receipts	(a) Per \$1,000 of Receipts			
not covered - See G304						
Products		(b) Sales	(b) Per \$1,000 of Sales			
Not covered - See G304						
Total Advance B.I. and P.D. Premiums					176.00	619.00
Total Advance Premium					\$ 795.00	

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

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

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

Coverage A. bodily injury or  
Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

**Exclusions**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured; or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract; or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
- (1) in violation of any statute, ordinance or regulation,
- (2) to a minor,
- (3) to a person under the influence of alcohol, or
- (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (o) to property damage included within:
  - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
  - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
  - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

**II. PERSONS INSURED**

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

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
  - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
  - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

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

**III. LIMITS OF LIABILITY**

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

**Coverage A**—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

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

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

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

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

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**IV. POLICY PERIOD; TERRITORY**

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

OHIO FARMERS INSURANCE COMPANY

SUPERIOR RISK INSURANCE COMPANY

LeRoy, Ohio

SCHEDULE

For attachment to Policy No. GLA 56 28 03, to complete said policy.

COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
U. Uninsured Motorists	\$ <u>12,500</u> each person	\$ <u>25.00</u> incl.
	\$ <u>25,000</u> each accident	

Designated Insured

Description of Insured Highway Vehicles (Check appropriate box)

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

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for Bodily Injury)

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

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

Exclusions

This insurance does not apply:

- (a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
- (c) so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

- (a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

- (1) all sums paid on account of such bodily injury by or on behalf of

(i) the owner or operator of the uninsured highway vehicle and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the bodily injury liability coverage of the policy, and
- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury liability coverage of the policy.
- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

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

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

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

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the **named insured**, any **designated insured** or any resident of the same household as the **named** or **designated insured**; or
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **named insured** or any resident of the same household;

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

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

"uninsured highway vehicle" means:

- (a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder; or
  - (b) a **hit-and-run vehicle**;
- but the term "uninsured highway vehicle" shall not include:
- (i) an **insured highway vehicle**;
  - (ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
  - (iii) a **highway vehicle** which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

## VI. ADDITIONAL CONDITIONS

### A. Premium.

If during the policy period the number of **insured highway vehicles** owned by the **named insured** or spouse or the number of dealer's license plates issued to the **named insured** changes, the **named insured** shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the **named insured** shall pay the excess to the company; if less, the company shall return to the **named insured** the unearned portion paid by such **insured**.

### B. Proof of Claim; Medical Reports.

As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

### C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover **damages** from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the company, the company may require the **insured** to join such person or organization as a party defendant.

**FLORIDA, KENTUCKY AND WISCONSIN EXCEPTION.** It is agreed that the term "uninsured automobile" includes an automobile with respect to which there is a **bodily injury** liability policy applicable at the time of the accident but the company writing the same becomes insolvent within one year after such accident.

**CALIFORNIA EXCEPTION.** It is agreed that the provisions relating to Protection Against Uninsured Motorists are amended as follows:

#### 1. Subsections (b), (c) and (d) of the provision entitled "Limits of Liability" are deleted and the following substituted therefor:

- (b) Any loss payable under the terms of this Coverage to or for any person shall be reduced by:
  - (1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;
  - (2) amounts paid or payable to or for such person under any valid and collectible automobile insurance available to the **insured** to afford benefits for medical expenses;
  - (3) the amount the **insured** is entitled to recover from any other person insured under the Bodily Injury Liability Coverage of this policy; and
  - (4) all sums paid by or on behalf of the owner or operator of the uninsured automobile and any other person or organization jointly or severally liable together with such owner or operator for **bodily injury** to an **insured**.

#### 2. The provision entitled "Other Insurance" is replaced by the following:

**Other Insurance:** With respect to **bodily injury** to any **insured** occupying an automobile other than an owned automobile to which the Bodily Injury Liability Coverage applies, the insurance hereunder shall not apply if the owner of such automobile has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the **insured** has other similar insurance available to him, any **damages** shall be deemed not to exceed the higher of the applicable limits of the respective Coverages and such **damages** shall be pro-rated between such Coverages in such proportion as each Coverage bears to the total of such limits.

#### 3. The provision entitled "Action Against Company" is amended to read as follows:

**Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the **insured** or his legal representative has fully complied with all the terms of this policy nor unless within one year from the date of the accident:

- (a) suit for **bodily injury** has been filed against the uninsured motorist in a court of competent jurisdiction, or
- (b) agreement as to the amount due under this Coverage has been concluded, or
- (c) the **insured** or his legal representative has formally instituted arbitration proceedings.

**MARYLAND EXCEPTION.** It is agreed that such insurance as is afforded by Protection Against Uninsured Motorists with respect to an automobile principally garaged in the State of Maryland, does not apply to any accident occurring in the State of Maryland.

**MICHIGAN EXCEPTION:** It is agreed that the term "uninsured automobile" includes an automobile with respect to which the owner or operator is insured against liability for **bodily injury**, sickness or disease, including death, resulting therefrom, by an insolvent insurer.

**NEW JERSEY EXCEPTION:** It is agreed that such insurance as is afforded by Protection Against Uninsured Motorists with respect to an automobile principally garaged in the State of New Jersey, does not apply to any accident occurring in the State of New Jersey.

## D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the **insured** or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative.

## E. Other Insurance.

With respect to **bodily injury** to an **insured** while occupying a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the **damages** shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

## F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover **damages** from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **insured** and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

## G. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the **damages** which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as **damages** from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

## H. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the **insured**, or
  - (b) if the **insured** be a minor to his parent or guardian, or
  - (c) if the **insured** be deceased to his surviving spouse, otherwise
  - (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the **damages** which the payment represents;
- provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

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

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

**AUTOMOBILE MEDICAL PAYMENTS INSURANCE**

**TRUCKMEN – LOCAL**

It is agreed that the insurance applies with respect to the **automobile** described below or designated in the policy as subject to this endorsement, subject to the following additional provisions:

- (a) The loading and unloading limitation of paragraph (c) of the "Persons Insured" provision does not apply to any person or organization or any agent or employee thereof engaged in the business of transporting property by **automobile** for the **named insured** or for others.
  - (b) Except with respect to the **named insured** or an employee thereof, but subject otherwise to the "Persons Insured" provision, the insurance does not cover as an **insured** any person or organization, or any agent or employee thereof, engaged in the business of transporting property by **automobile** for the **named insured** or for others under any of the following conditions:
    - (1) if the **bodily injury** or **property damage** occurs while such **automobile** is not being used exclusively in the business of the **named insured** and over a route the **named insured** is authorized to serve by federal or public authority, but this limitation shall not apply to an **automobile** while en route, at the request of the **named insured**, to engage in such exclusive use and not transporting property for others; or
    - (2) if such person or organization so engaged is subject to the security requirements of any motor carrier law and satisfies any such requirements by any means other than automobile liability insurance; or
    - (3) if such person or organization so engaged is insured under an automobile liability insurance policy which affords coverage for **automobiles** hired by such person or organization but which does not insure on a direct primary basis the owners of such **automobiles** and the agents and employees of such owners while such **automobiles** are being used exclusively in the business of such person or organization and over a route such person or organization is authorized to serve by federal or public authority; or
    - (4) if such person or organization is an independent contractor so engaged in local pick-up or delivery operations for the **named insured** in a territory such person or organization is authorized to serve by federal or public authority;
- provided, however, a driver or other person furnished to the **named insured** with an **automobile** hired by the **named insured** shall be deemed not to be an employee of the **named insured**.
- (c) Except with respect to the **named insured** the insurance with respect to any **trailer** does not cover as an **insured** any rail, water or air carrier, or any agent or employee thereof, if the **bodily injury** or **property damage** occurs while the **trailer** is detached from an **automobile** used by the **named insured** and

- (1) is being transported by such carrier, agent or employee or
- (2) is being loaded on or unloaded from any unit of transportation used by such carrier, agent or employee.
- (d) With respect to any **automobile** of the commercial type while leased or loaned to any person or organization, other than the **named insured**, engaged in the business of transporting property by **automobile** for others, or any hired **private passenger automobile**, the insurance under this endorsement shall be excess insurance over any other valid and collectible insurance available to the **insured**. Otherwise, the insurance under this endorsement is primary insurance.
- (e) If regular or frequent trips are made outside a fifty mile radius of the limits of the city or town where the **automobile** is principally garaged as stated in the policy, the insurance does not apply to any **bodily injury or property damage** which occurs during any such trip, or return therefrom.

**Description of Automobile:**

All commercial vehicles as described in AC 347, and/or any replacement thereof.  
Provision "E" above is deleted.

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at 12:01 A.M., standard time.  
Attached to and forming a part of Policy No. .... issued to .....

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed  ..... Agent

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

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

**ERRONEOUS DELIVERY OF LIQUID PRODUCTS**

It is agreed that the insurance with respect to any **automobile** does not apply to **bodily injury** or **property damage** arising out of the delivery of any liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another, if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned at the site of such delivery. Operations which may require further service or maintenance work, or correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise complete, shall be deemed completed.

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. .... issued to .....

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed  Agent

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**EXCLUSION**

**(Completed Operations Hazard and Products Hazard)**

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury** or **property damage** included within the **Completed Operations Hazard** or the **Products Hazard**.

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. .... issued to .....

.....  
by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed .....

Agent



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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE  
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE—  
NEW YORK DEPARTMENT OF PUBLIC WORKS  
STOREKEEPER'S INSURANCE**

**EXCLUSION  
(Contamination or Pollution)**

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

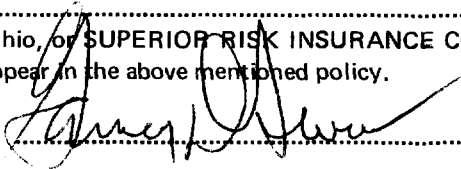
This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective.....at the hour specified in the policy  
(INSERT DATE)  
to which this endorsement is attached.

Attached to and forming a part of Policy No. .... issued to .....

.....  
by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed  Agent

# SCHEDULE OF AUTOMOBILES

This schedule becomes effective 12/22/70 12:01 A. M. standard time. Attached to and forming a part of policy No. GLA 56 28 03, of

OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio, issued to Obatts Chemical Co.

The insurance afforded for any one automobile is only with respect to such and so many of the coverages as are indicated by specific premium charge or charges indicated in this schedule of automobiles.

AC 347 10-58

Signed [Signature] Agent.  
Elyria, Ohio 134-2-344

Year and Item	Trade Name Serial Number	Body Type Motor Number	Date Purchased List Price Or Symbol	New Or Used Cost To Insured	Weight Class	Amount of Insurance	COVERAGES AND PREMIUMS						
							Comp.	Collision		Medical Payments	Bodily Injury	Property Damage	Uninsured Motorists
								Amount Deductible	Premium				
1955 1.	Fruehauf Semi-Tank Trailer <i>Long Trailer</i>					ACV	36.00	100	176.00		24.00	24.00	
1950 2.	Fruehauf <i>#1 Unit</i>	Van Trailer				ACV	25.00	100	124.00		24.00	24.00	
1948 3.	Kingham Flat Bed Tank Trailer <i>Steel Tanker</i>					ACV	20.00	NOT COVERED			INCLUDED		
1956 4.	Trailmobile <i>55 ton</i>					acv	34.00	100	89.00		STAND BY		
1963 5.UM	White <i>#6</i>	Tractor				ACV	53.00	100	365.00		243.00	238.00	5.00
1957 6.	Trailmobile <i>Green Tanker</i>	Tanker				ACV	10.00	100	26.00		STAND BY		
1952 7.	Fruehauf <i>Red Tanker</i>	Platform Tanker				ACV	13.00	100	32.00		INCLUDED		
1967 8.UMMP	Oldsmobile 334697M170746	4 Dr. Sedan	3-5			ACV	15.00	100	69.00	15.00	161.00	102.00	5.00
1967 9.UM	White 688418 <i>#9</i>	Tractor				ACV	85.00	100	262.00		124.00	120.00	5.00
1956 10.	Butler Tank Trailer 56012032M <i>CSC Tanker</i>					ACV	25.00	100	64.00		INCLUDED		
1963 11.	Highway Semi-Tank Trailer 136045 <i>Blue Tanker</i>					ACV	10.00	NOT COVERED			NOT COVERED		
1968 12.UM	Chevrolet 638F125920 <i>517 Tanker</i>	Cab & Chassis				ACV	42.00	100	200.00		243.00	238.00	5.00
1967 13.UM	Ford F80FUA32525 <i>#18</i>	Tractor				ACV	85.00	100	262.00		124.00	120.00	5.00
1966 14.	Fruehauf FWG596101 <i>#50</i>	Trailer				ACV	10.00	100	26.00		12.00	12.00	
1959 15.	Standard 29519F <i>Blue Tanker</i>	Steel Tanker				ACV	20.00	100	102.00		24.00	24.00	
							483.00		1797.00	15.00	979.00	902.00	25.00

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)**

**LOSS PAYABLE CLAUSE**

**SEE BELOW**

Loss or damage, if any, under this insurance shall be payable as interest may appear to and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the **named insured** fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

Elyria Savings & Trust National Bank  
Elyria, Ohio

(applies to Items #12, 14, & 15, as described in AC 347)

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

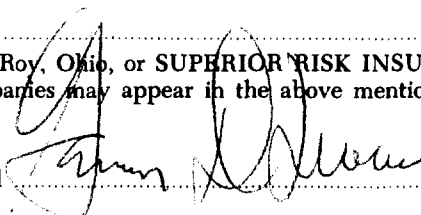
*(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)*

This endorsement becomes effective ..... at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. .... issued to .....

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed



Agent

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

**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)**  
**AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)**

**LOSS PAYABLE CLAUSE**

Loss or damage, if any, under this insurance shall be payable as interest may appear to SEE BELOW and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the **named insured** fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

Elyria Savings & Trust Co.  
Elyria, Ohio

This endorsement shall not be binding upon the company unless signed by a duly authorized representative of the company; nor shall anything contained herein be held to waive, alter, change or extend any of the conditions, limits, provisions, agreements, statements or declarations of the policy other than as above stated.

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

This endorsement becomes effective ..... at 12:01 A.M., standard time.

Attached to and forming a part of Policy No. .... issued to .....

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said Companies may appear in the above mentioned policy.

Signed  Agent

Endorsement No. ....1.....

**GENERAL ENDORSEMENT**

It hereby is agreed that this policy does not provide  
coverage for BI & PD on the 1963 Highway Semi-Tank  
Trailer S#136045.

Nothing herein contained shall be held to alter, vary, or waive any of the agreements, conditions, or declarations  
of this policy, except as herein stated, nor shall this endorsement bind the company until countersigned by a duly  
authorized representative of the company.

This endorsement becomes effective 12:01 a.m. standard time December 22 1970  
(Insert Time)  
and expires simultaneously with the policy to which it is attached.

Attached to and forming a part of Policy No. GLA 56 28 03 issued to  
Obitts Chemical Co.

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio.  
as the interest of either of said companies may appear in the above mentioned policy.

AC 132

Countersigned ..... Agent  
Elyria, Ohio 134-2-344

GENERAL ENDORSEMENT

It hereby is agreed that such insurance as is afforded by the policy for Coverage C Bodily Injury Liability and for Coverage D Property Damage with respect to the automobile described below or designated in the policy as subject to this endorsement applies only while the automobile is used on the Named Insured's Premises and on the ways contiguous thereto and while the automobile is operated to and from the place of garaging or servicing; and that the definition of "Commercial" in the policy is amended accordingly:

1948 Kingham Flat Bed Tank Trailer  
 1952 Fruehauf Platform Tanker  
 1956 Butler Tank Trailer S#56012032M

Nothing herein contained shall be held to alter, vary, or waive any of the agreements, conditions, or declarations of this policy, except as herein stated, nor shall this endorsement bind the company until countersigned by a duly authorized representative of the company.

This endorsement becomes effective 12:01 a.m. standard time December 22, 1970  
 (Insert Time)  
 and expires simultaneously with the policy to which it is attached.

Attached to and forming a part of Policy No. GLA 56 28 03 issued to  
 Obitts Chemical Co.

by OHIO FARMERS INSURANCE COMPANY of LeRoy, Ohio, or SUPERIOR RISK INSURANCE COMPANY of LeRoy, Ohio, as the interest of either of said companies may appear in the above mentioned policy.

AC 132

Countersigned Elyria, Ohio 134-2-344 Agent