

NATIONAL PRESTO INDUSTRIES, INC.

88751

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The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut 06115



NATIONAL PRESTO INDUSTRIES, INC., ET AL.,

COMPREHENSIVE GENERAL & AUTOMOBILE LIABILITY POLICY

POLICY PERIOD: 3/1/78 - 3/1/79

*Original  
Replaced by Travelers  
3/1/79*

Insurance planned for your protection by



# COMPREHENSIVE LIABILITY POLICY

For

NAMED INSURED ▶

NATIONAL PRESTO INDUSTRIES, INC.  
(SEE END'T. NO. 1)  
NORTH HASTINGS WAY  
EAU CLAIRE, WISCONSIN 54701

POLICY NUMBER

37 AL 192820 SRA

2. POLICY PERIOD

From 3-1-78 to 3-1-79 12:01 A.M.  
Standard Time at the address of the named insured as stated herein.

AUDIT PERIOD

Annual, unless otherwise stated:

(Show Number and Street or RFD, City, County, State and Zip Code)

THE NAMED INSURED IS ☐ Individual ☐ Partnership ☒ Corporation  
☐ Joint Venture ☐ Other:

BUSINESS OF NAMED INSURED  
MFG OF HOUSEHOLD APPLIANCES

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

PART	COVERAGES	LIMITS OF LIABILITY				ADVANCE PREMIUM
		Each Person	Each Occurrence	Each Accident	Aggregate	
	COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE					
CAL	Bodily Injury Liability	\$ SEE ,000	\$ ENDT. ,000			\$ P 31795 E 10101.37
	Property Damage Liability		\$ NO. 35,000			\$ P 21199 E 6737.23
	COMPREHENSIVE GENERAL LIABILITY INSURANCE (Except Automobile)					
CGL	Bodily Injury Liability		\$ SEE ,000		\$ ,000	\$ P 112224 E 25968
	Property Damage Liability		\$ ENDT. ,000		\$NO. 35 ,000	\$ P 74816 E 17312
	AUTOMOBILE MEDICAL PAYMENTS INSURANCE					
AMP	Automobile Medical Payments	\$ 1000				\$ INCL
	INSURANCE AGAINST UNINSURED MOTORISTS					
UM	Damages for Bodily Injury	\$ SEE ,000		\$ ENDT ,000		\$ INCL.
	AUTOMOBILE PHYSICAL DAMAGE INSURANCE					
PHF	1 Comprehensive	<div>Insurance is afforded only with respect to such covered automobiles as are designated in the attached Automobile Schedule, subject to the limits of liability indicated therein.</div> <div>FLEET AUTOMATIC <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>				1 \$ 37399
	2 Fire, Lightning or Transportation					2 \$
	3 Theft					3 \$
	4 Windstorm, Hail, Earthquake or Explosion					4 \$
	5 Combined Additional Coverage					5 \$
	6 Collision					6 \$ 20141
	7 Towing					7 \$
	GARAGE INSURANCE					
GAR	Coverages and Limits as stated in separate declarations					\$

ENDORSEMENTS MADE PART OF THE POLICY (designated by ☒ or Endorsement number)

- K** ☐ Contractual Liability, CC-  
**MP** ☐ Premises Medical Payments  
**PI** ☐ Personal Injury Liability

SEE ENDORSEMENT INDEX

ZJ GUARANTEE ASSOC 1.76  
MAIF SURCHARGE 2.64

4. The declarations are completed on the attached General Liability and Automobile Schedules. The Automobile Schedule contains a complete list of (a) all automobiles and trailers owned by the named insured and (b) all persons within the definition of Class 1 persons, at the effective date of this policy, unless otherwise stated herein: The General Liability Schedule discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:
5. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

PAYMENT METHOD	1 Year Policy Total Advance Premium ▶	\$ 357697
	Deposit Premium ▶	\$
	3 Year Prepaid Total Adv. Premium ▶	\$
	3 Year Policy Installments	
	Total Advance Premium ▶	\$
	Automobile Installments ▶	\$
	Other Installments 1st Anniversary ▶	\$
	2nd Anniversary ▶	\$
	"TBD" Means to be Determined	

*Richard L. Carter*

**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;
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 sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division;
6. 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;
7. "cost" (as respects Contractual Liability Insurance) means the total cost to any indemnitee with respect to any contract which is insured of all work let or sublet 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.

**THE AETNA CASUALTY AND SURETY 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:



Policy No. (Office Code - Symbol - Serial No. - Suffix)  
AL 192820 SRA

CASUALTY

Any loss to vehicles indicated below under Physical Damage Coverages (except Towing) is payable. Interest may appear to the named insured and:

Veh. described in Entry No(s)	Name and Address of Loss Payee	Veh. described in Entry No(s)	Name and Address of Loss Payee

**Hired Automobiles** (Liability for Automobiles rented for periods of less than 12 months only.) Premium Basis - Cost of Hire

Location where automobiles will be principally used (if other than in declaration 1)	Class Code	Estimated Cost of Hire (if any)	Rates per \$100		Advance Premium	
			B.I. Liability	P.D. Liability	B.I. Liability	P.D. Liability
IF ANY	660100				INCL	INCL.

**Non-Owned Automobiles (Liability)** Premium Basis - All Employees

Total Number Of Employed Persons	Class Code	Location of Headquarters of Employees (If other than in declaration 1)	Rates per Employee		Advance Premium	
			B.I. Liability	P.D. Liability	B.I. Liability	P.D. Liability
IF ANY	660100				INCL.	INCL.
TOTAL ADVANCE PREMIUM (Non-Owned Automobiles)					INCL	INCL.

#### INSURANCE AGAINST UNINSURED MOTORISTS

**Designated Insured:**

**Description of Insured Highway Vehicles:**

- ☒ 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 described in the schedule for which a premium is entered under "Un. Mtrst." 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.
- ☐

#### AUTOMOBILE MEDICAL PAYMENTS INSURANCE

**Designated Person Insured**

- (1)
- (2)
- (3)

**Designation of Automobiles - Division 1**

- ☒ Any owned automobile PRIVATE PASSENGER
- ☒ Any licensed owned private passenger automobile PRIVATE PASS.
- ☐ Any automobile described in the schedule for which a premium is entered under "Med. Pay"
- ☐

## DEFINITIONS

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

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

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

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

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

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

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

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

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the **company's** manual specifies "including completed operations";

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

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

the **insured** under an **incidental contract**;

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

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

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

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

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

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

**"policy territory"** means:

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

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

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

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

## SUPPLEMENTAL PAYMENTS

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

- (a) all expenses incurred by the **company**, all costs taxed against the **insured** in any suit defended by the **company** and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the **company** has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the **company's** liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this

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

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the **company's** request in assisting the **company** in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

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

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

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

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

**nuclear facility** and any property thereat.

II. As used herein:

"**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 or healthful, or are in compliance with any law, rule or regulation.

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

### 3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reim-

## CONDITIONS (Continued)

burse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

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

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

### 5. Action Against Company

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

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

### 6. Other Insurance

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

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

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

paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

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

### 7. Subrogation

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

### 8. Changes

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

### 9. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

### 10. Three Year Policy

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

### 11. Cancellation

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

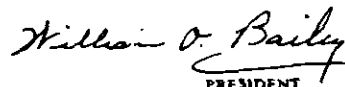
If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after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

### 12. Declarations

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

IN WITNESS WHEREOF, The Aetna Casualty and Surety Company has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized agent of the Company.

  
Secretary

  
PRESIDENT

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

### I. BODILY INJURY LIABILITY COVERAGE PROPERTY DAMAGE LIABILITY COVERAGE

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

#### **bodily injury or property damage**

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

#### **Exclusions**

**This insurance does not apply:**

- (a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;
- (b) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
  - (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;
 but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;
- (c) to **bodily injury or property damage** arising out of
  - (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or
  - (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to **bodily injury or property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;
- (e) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any **insured**, or
  - (2) any other watercraft operated by any person in the course of his employment by any **insured**;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;
- (f) to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental,

- (g) to **bodily injury or property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the **insured** under an **incidental contract**, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to **bodily injury or property damage** for which the **insured** or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes.
 if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**, or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;
- (k) to **property damage** to
  - (1) property owned or occupied by or rented to the **insured**,
  - (2) property used by the **insured**, or
  - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;
- (l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
  - (2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;



- (n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to **property damage** included within:
  - (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "X";
  - (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "C";
  - (3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "U".

## II. PERSONS INSURED

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

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,
  - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

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

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

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

## III. LIMITS OF LIABILITY

Regardless of the number of

- (1) **insureds** under this policy,
- (2) persons or organizations who sustain **bodily injury** or **property damage**, or
- (3) claims made or suits brought on account of **bodily injury** or **property damage**,

the company's liability is limited as follows:

**Bodily Injury Liability Coverage** The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provisions respecting "each **occurrence**", the total liability of the company for all damages because of

- (1) all **bodily injury** included within the **completed operations hazard** and
- (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

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

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 declarations 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**.

**Bodily Injury Property Damage Liability Coverage** For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

## IV. POLICY TERRITORY

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

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

### I. BODILY INJURY LIABILITY COVERAGE PROPERTY DAMAGE LIABILITY COVERAGE

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

**bodily injury or  
property damage**

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

#### Exclusions

**This insurance does not apply:**

- (a) to liability assumed by the **insured** under any contract or agreement;
- (b) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) to **property damage** to
  - (1) property owned or being transported by the **insured**, or
  - (2) property rented to or in the care, custody or control of the **insured**, or as to which the **insured** is for any purpose exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;
- (e) to **bodily injury or property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;
- (f) to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

### II. PERSONS INSURED

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

- (a) the **named insured**;
- (b) any partner or executive officer thereof, but with respect to a **non-owned automobile** only while such **automobile** is being used in the business of the **named insured**;
- (c) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **named insured**, provided his actual operation or (if he is not

operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury or property damage** arising out of the loading or unloading thereof, such other person shall be an **insured** only if he is;

- (1) a lessee or borrower of the **automobile**, or
- (2) an employee of the **named insured** or of such lessee or borrower;
- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **insured** under (a), (b) or (c) above.

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

- (i) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;
- (ii) the owner or lessee (of whom the **named insured** is a sublessee) 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:

**Bodily Injury Liability Coverage** The limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

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

**Bodily Injury and Property Damage Liability Coverage** For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

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

#### V. ADDITIONAL DEFINITIONS

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

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

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

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

### AUTOMOBILE MEDICAL PAYMENTS INSURANCE

#### I. AUTOMOBILE MEDICAL PAYMENTS COVERAGE

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:

- 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;
- 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;
- 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;
- 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:

- any person designated as insured in the schedule;
- 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

Regardless of the number of

(1) persons or organizations who are insureds under this

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

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

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

#### VI. ADDITIONAL CONDITIONS

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

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

##### B. Out of State Insurance

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

### AMP PART

(2) persons who sustain bodily injury,

(3) claims made or suits brought on account of bodily injury, or

(4) designated automobiles to which this policy applies,

the limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury 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:

- 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
- a trailer designated 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 farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- a vehicle operated on rails or crawler-treads, or
- 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

The policy period shall be from the date of the accident to the date of the settlement of the claim.

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 Payments 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 here-

under for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

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

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

C. **Non-Applicability of Subrogation Condition** The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

### UNINSURED MOTORISTS INSURANCE

#### I. 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:

- 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;
- 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;
- so as to insure directly 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:

- the **named insured** and any **designated insured** and while residents of the same household, the spouse and relatives of either;
- any other person while occupying an **insured highway vehicle**; and
- 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

- persons or organizations who are **insureds** under this policy,
- persons who sustain **bodily injury**,
- claims made or suits brought on account of **bodily injury**, or
- highway vehicles to which this policy applies

### UM PART

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

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

(1) all sums paid on account of such **bodily injury** by or on behalf of

(i) the owner or operator of the **uninsured highway vehicle** and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**,

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

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

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

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

#### IV. POLICY PERIOD; TERRITORY

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

#### V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(b) 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 Department 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 or 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 sum denies coverage thereunder or is or becomes insolvent; or

a **hit-and-run vehicle**;

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

- (i) an **insured highway vehicle**,
- (ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law,
- (iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

## VI. ADDITIONAL CONDITIONS

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

**B. Proof of Claim; Medical Reports** As soon as practicable, the **insured** or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The **insured** and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as

often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company, unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

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

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

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

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

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

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

**G. Trust Agreement** In the event of payment to any person under this insurance:

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

covery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred in connection therewith;

- (c) 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** Any amount due hereunder is payable by the Company

- (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.

## AUTOMOBILE PHYSICAL DAMAGE INSURANCE

### I. COVERAGE AGREEMENTS

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

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

**Fire, Lightning or Transportation Coverage** 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;

**Theft Coverage** caused by theft or larceny;

**Windstorm, Hail, Earthquake or Explosion Coverage** caused by windstorm, hail, earthquake or explosion;

**Combined Additional Coverage** 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;

**Collision Coverage** caused by collision;

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.

The company will pay under:

**Towing Coverage** 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.

## PHF PART

### Exclusions

This insurance does not apply:

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

### II. LIMITS 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 the 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):

**"camper body"** means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters;

**"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 (if this insurance is stated in the declarations as being "Fleet Automatic");

- (i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semi-trailers, 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 semi-trailer, 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 designated, such vehicle is newly acquired by the named insured during the policy period provided, however, that:
  - (i) it replaces a described covered automobile, or as of the date of its delivery this insurance applies to all covered automobiles, and

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

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

**"loss"** means direct and accidental loss or damage;

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

as to "purposes of use":

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

**"pleasure and business"** means personal pleasure, family

### V. CONDITIONS

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

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

(a) protect the covered automobile, whether or not this insurance applies to the loss, and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

- (b) give notice thereof as soon as practicable to the company or any of its 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** Terms of this insurance which are Confirmed to Statute in conflict with the statutes of the state wherein this insurance is issued shall be amended to conform to such statutes.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NAMED INSURED

NATIONAL PRESTO INDUSTRIES, INC. AND ANY AFFILIATED, ASSOCIATED OR SUBSIDIARY COMPANY AS NOW OR HEREAFTER MAY BE FORMED, ACQUIRED OR CONSTITUTED, OR ANY OTHER COMPANY OVER WHICH NATIONAL PRESTO INDUSTRIES, INC. HAS OR ACQUIRES ACTIVE CONTROL OR MANAGEMENT, SO LONG AS NATIONAL PRESTO INDUSTRIES, INC. OR SUCH AFFILIATED, ASSOCIATED OR SUBSIDIARY COMPANY, OR ANY COMBINATION THEREOF, OWNS IN EXCESS OF 50% OF THE VOTING COMMON STOCK OF SUCH COMPANY.

IT IS FURTHER AGREED THAT THE FOLLOWING CHARITABLE ORGANIZATIONS ARE INCLUDED AS NAMED INSUREDS:

1. PRESTO FOUNDATION
2. L. E. PHILLIPPS CHARITIES
3. MELVIN S. COHEN FOUNDATION

THE FOLLOWING SHALL BE EXCLUDED AS NAMED INSUREDS:

UNITED TRUCK LEASING, INC.  
LAWRENCE MOTORS, INC.  
RED WING TRUCK RENTAL, INC.

K & L LEASING, INC.  
RED WING TRANSPORTATION CORP.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	1
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 1

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)



THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY

## COMPREHENSIVE AUTOMOBILE LIABILITY

TABLE I - PREMIUM SUBJECT TO PLAN D, LIMITATIONS, LOSS CONVERSION FACTOR,  
STATE TAX MULTIPLIERS, EXCESS LOSS PREMIUM FACTORS

1. THE PREMIUM FOR THE FOLLOWING POLICIES COMBINED IS TO BE COMPUTED IN ACCORDANCE WITH THE PROVISIONS OF RETROSPECTIVE RATING PLAN D IN ALL STATES WHERE SUCH PLAN IS OR BECOMES APPLICABLE ON AN INTERSTATE BASIS, SUBJECT TO THE LIMITATIONS SPECIFIED HEREIN:

LIST OF POLICIES: 37 AL 192820 SRA  
37 CS 401424 SRA

2. PLAN D DOES NOT APPLY TO THE PREMIUM FOR FAMILY PROTECTION COVERAGE OR PROTECTION AGAINST UNINSURED MOTORIST COVERAGE IF AFFORDED UNDER THE POLICIES DESIGNATED IN PARAGRAPH I.
3. THE PREMIUM FOR THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE AFFORDED UNDER THE POLICIES DESIGNATED IN PARAGRAPH 1 ABOVE FOR INSURANCE IN EXCESS OF THE LIMITS OF LIABILITY STATED BELOW SHALL NOT BE SUBJECT TO PLAN D:

AUTOMOBILE LIABILITY - BODILY INJURY	\$ 100,000 EACH PERSON
	\$ 100,000 EACH OCCURRENCE
AUTOMOBILE LIABILITY - PROPERTY DAMAGE	\$ 100,000 EACH OCCURRENCE
GENERAL LIABILITY - BODILY INJURY (INCLUDING INCIDENTAL CONTRACTS)	\$100,000 EACH OCCURRENCE
	\$ 500,000 AGGREGATE
GENERAL LIABILITY - PROPERTY DAMAGE (INCLUDING INCIDENTAL CONTRACTS)	\$ 100,000 EACH OCCURRENCE
	\$ 500,000 AGGREGATE

THE INCURRED LOSSES TO BE INCLUDED IN COMPUTING THE PREMIUM FOR THE INSURANCE SUBJECT TO PLAN D SHALL NOT INCLUDE THAT PORTION OF THE LOSSES ACTUALLY PAID AND THE RESERVES FOR UNPAID LOSSES WHICH IS IN EXCESS OF THE LIMITS OF LIABILITY STATED ABOVE, BUT THAT PART OF THE INCURRED LOSSES CONSISTING OF PREMIUMS ON BONDS, INTEREST ACCRUING AFTER ENTRY OF JUDGMENT, ALLOCATED LOSS ADJUSTMENT EXPENSES AND EXPENSES INCURRED IN SEEKING RECOVERY AGAINST A THIRD PARTY SHALL NOT BE SUBJECT TO SUCH LIMITS.

4. COMBINATION LOSS LIMITATION IS \$ 100,000 APPLICABLE TO THE FOLLOWING  
COMBINATION OF INSURANCE: COMPREHENSIVE GENERAL LIABILITY  
COMPREHENSIVE AUTOMOBILE LIABILITY
5. LOSS CONVERSION FACTOR IS N.Y. COMP. 1.192/TEXAS 1.107/OTHER 1.192

ENDORSEMENT NO. 3

SPECIAL NO. 3

PAGE 1 OF 3

6.

STATE TAX MULTIPLIERS

NAME OF STATE	AUTOMOBILE PRIVATE PASSENGER	MISC. LLABILITY	AUTOMOBILE PHYSICAL DAMAGE	AUTOMOBILE MASS. STATE BI	AUTOMOBILE MASS. NON-STAT BI
CALIF.	1.033	1.034	1.033		
MISS.	1.040	1.041	1.040		
N. M.	1.034	1.035	1.034		
TEXAS	1.047	1.052	1.047		
OTHER	1.029	1.030	1.029		
MASS.			1.032	1.034	1.034
ALA.	1.050		1.050		
ARIZ.	1.034		1.034		
GA.	1.032		1.033		
LA.	1.035		1.037		
MD.	1.050		1.029		
MICH.	1.028		1.028		
N. J.	1.041		1.029		
N.Y.	1.028		1.031		
N.Y.	1.023				
N.C.	1.031		1.034		
OHIO	1.034		1.034		
OKLA.	1.050		1.050		
OREGON	1.031		1.031		
SC	1.040		1.040		
SD	1.034		1.034		

ENDORSEMENT NO. 3

PAGE 2 OF 3

TABLE II -- PERCENTAGES TO DETERMINE BASIC, MINIMUM, AND MAXIMUM PREMIUMS

THE BASIC PREMIUM, THE MINIMUM PREMIUM, AND THE MAXIMUM PREMIUM FOR INSURANCE SUBJECT TO PLAN D ARE PERCENTAGES OF THE STANDARD PREMIUM FOR SUCH INSURANCE. SUCH PERCENTAGES ARE COMPUTED INITIALLY UPON AN ESTIMATE OF THE STANDARD PREMIUM AND FINALLY UPON THE EARNED STANDARD PREMIUM FOR SUCH INSURANCE. IF THE STANDARD PREMIUM LIES BETWEEN ANY TWO OF THE FIGURES ON THE "STANDARD PREMIUM" LINE, THE PERCENTAGES APPLICABLE SHALL BE OBTAINED BY LINEAR INTERPOLATION TO THE NEAREST ONE-TENTH OF 1%.

PERCENTAGES OF STANDARD PREMIUM

	50% OR LESS	<u>100%</u>	150% OR MORE
STANDARD PREMIUM	200059	400119	600.3
MINIMUM PREMIUM	41.1	46.1	45.8
MAXIMUM PREMIUM	199.5	138.1	137.8
GEN'L. LIAB. TEXAS	24.7	23.8	23.4
AUTO LIAB. TEXAS	25.7	22.3	20.7
AUTO MASS. STAT B.I.	19.8	19.8	19.5
AUTO MASS. PD &			
NON-STAT BI	28.0	28.0	27.8
LIABILITY OTHER	14.4	14.4	14.2
AUTO. PHYS. DMG. TEXAS	34.6	34.6	34.4
AUTO PHYS. DMG. OTHER	16.2	16.2	16.0



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective

Policy No.

Endorsement No. 4

Named Insured

Countersigned by

(Authorized Representative)

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT**

**Schedule**

Personal Injury and Advertising Injury Liability

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

Limit of Liability \$ 1,000,000 Aggregate.

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:  
\$ each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:  
\$ per occurrence.

Premium Basis	Advance Premium
INCL % of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as IN COMPOSITE RATE Otherwise Determined.	\$ INCL
MINIMUM PREMIUM \$	INCL

**I. CONTRACTUAL LIABILITY COVERAGE**

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

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

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

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

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

(b) supervisory, inspection or engineering services;

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

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

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

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

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

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

(D) The following additional condition applies:

**Arbitration**

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

## II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business within the policy territory, and the insured shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) to liability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
  - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the insured with actual malice.

## (C) Limits of Liability

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

## (D) Additional Definitions

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

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

- (1) false arrest, detention, imprisonment, or malicious prosecution;

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

(3) a publication or utterance

- (a) of a libel or slander or other defamatory or disparaging material, or
- (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

## III. PREMISES MEDICAL PAYMENTS COVERAGE

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

This insurance does not apply:

## (A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

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

## (2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;

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

- (a) any watercraft owned or operated by or rented or loaned to any insured, or
- (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

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

## (B) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than
  - (a) maintenance and repair of the insured premises, or
  - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage

- (a) in violation of any statute, ordinance or regulation,
- (b) to a minor,
- (c) to a person under the influence of alcohol, or
- (d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcohol.

alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

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

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

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

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

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

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

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

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

#### LIMITS OF LIABILITY

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

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

#### ADDITIONAL DEFINITIONS

When used herein:

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

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

#### ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

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

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

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

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

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

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

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

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

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

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

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

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

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. ADDITIONAL PERSONS INSURED

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

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

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

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

#### XI. EXTENDED BODILY INJURY COVERAGE

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

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

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

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

SMP LIABILITY INSURANCE

WORLDWIDE COVERAGE - SPECIAL

PRODUCTS HAZARD & COMPLETED OPERATIONS HAZARD ONLY  
(CLAIMS & SUITS IN UNITED STATES ONLY)

IT IS AGREED THAT THE INSURANCE AFFORDED ALSO APPLIES TO BODILY INJURY OR PROPERTY DAMAGE WHICH OCCURS, DURING THE POLICY PERIOD, OUTSIDE THE POLICY TERRITORY, PROVIDED SUCH BODILY INJURY OR PROPERTY DAMAGE IS INCLUDED IN THE COMPLETED OPERATIONS HAZARD OR THE PRODUCTS HAZARD AND SUBJECT TO THE FOLLOWING PROVISION: CLAIMS OR SUITS ON ACCOUNT OF SUCH INJURY OR DAMAGE MUST BE BROUGHT AND ENFORCED WITHIN THE UNITED STATES OF AMERICA.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	5
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 5

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)



NATIONAL PRESTO INDUSTRIES INC.

ENDORSEMENT INDEX

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5.	SPECIAL NO. 5	WORLDWIDE COVERAGE
6.	SPECIAL NO. 6	EXCLUSION - FAILURE TO PERFORM - BURGLAR & FIRE ALARMS
7.	SPECIAL NO. 7	LIMITATION OF COVERAGE
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17.	SPECIAL NO. 17	ADDITIONAL INSURED - EMPLOYEES
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25.	18233	PIP - KENTUCKY
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27.	18048	PIP - MICHIGAN
28.	15131	MICHIGAN PROPERTY PROTECTION INSURANCE
29.	18174	PIP - MINNESOTA
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36	55339	CANCELLATION & NON RENEWAL PROVISIONS
37.	CC 324	COMBINE SINGLE LIMIT



Policy No. 37 AL 192820 SRA

P. No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the named insured. 2. Interest of named insured in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the named insured. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

- A. PREMISES-OPERATIONS  
B. ESCALATORS  
C. INDEPENDENT CONTRACTORS  
-LET OR SUBLET WORK  
D. COMPLETED OPERATIONS  
E. PRODUCTS  
F. CONTRACTUAL

If location same as address in Item 1 of the declarations, check ☐

Double space between entries to allow for coding.

	PREMIUM BASES†		RATES		ADVANCE PREMIUM	
			BI	PD	BI	PD
CODE NUMBERS	1.	Area sq. ft.	Per 100 sq. ft.		*** DESIGNATES MINIMUM PREMIUM	
	2.	Frontage	Per linear ft.			
	3.	Payroll	Per \$100			
	4.	Flat charge				
	5.	Units	Per each			
	6.	Receipts	Per \$100			
	7.	Number	Per landing			
	8.	Cost	Per \$100			
	9.	Receipt	Per \$1000			
	10.	Sales	Per \$1000			
	11.					
	12.					

VRS  
ALL OPERATIONS A, B, C & F

ALL OPERATIONS D & E

LINE	DESIG								
Y	20055	10	80,000,000	P.42084	.28056	33667	22445		
				E.09737	.06492	7790	5194		
P	20056	10	80,000,000	P.98196	.65464	78557	52371		
				E.22723	.15147	18178	12118		
Z	99901	4						INCL.	INCL.

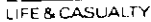
Basic Charges

ation to which Landlord's Protective Liability Endorsement applies.

†As described

CAT. 415871 PRINTED IN U.S.A





## AUTOMOBILE SCHEDULE

POLICY NO.	OFFICE CODE - SYMBOL - SER. NO. - SUFFIX)	PAGE NO.
------------	---	----------

37 AL 192820 SRA

2

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

**Description of Hazards:**

Owned Automobile (Liability); Covered Automobiles (Physical Damage)

[illegible]

If Physical Damage is indicated in the Declarations as "Fleet Automatic," coverage is afforded as follows for newly acquired vehicles (other than replacements) :

COMP.	FIRE	THEFT	C.A.C.	**	COLL.	TOWING
-------	------	-------	--------	----	-------	--------

FOR FLEET AUTOMATIC

**Maximum Limit of Liability for Physical Damage.**

Any one covered automobile. \$\_\_\_\_\_

All covered automobiles at any one location. \$\_\_\_\_\_

All covered automobile. \$\_\_\_\_\_

† Entry of one or more of the following code numbers indicates the coverages applicable to any newly acquired vehicle: (other than replacements) \*

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. Excluding, under Collision Coverage, any vehicle not having an Actual Cash Value of at least \$500.
6. Excluding vehicles leased short term to the named insured.

Report of Changes  
shall be submitted:

- ☐ Monthly  
☐ Quarterly  
☐ Semi-Annually  
☐ Annually

\*Value of Vehicle is Actual Cash Value;  
(a) For Collision;  
(b) As respect newly acquired vehicles and  
(c) For other Coverages unless otherwise indicated.

\*\* Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded.

Rating Information:
---------------------

COMPOSITE RATE

(CC-1035) Ed. 7-75  
CAT. 388645  
PRINTED IN U.S.A.



60

3

Description of Hazards:

Owned Automobile (Liability); Covered Automobiles (Physical Damage)

(CC-1035) Ed. 7-75  
CAT. 388645  
PRINTED IN U.S.A.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPOSITE RATE

IT IS AGREED THAT:

- (1) THE PREMIUM FOR THIS INSURANCE SHALL BE DETERMINED BY APPLYING THE COMPOSITE RATE SHOWN IN THE POLICY TO
  - (A) THE AUDITED SALES FOR THE CGL PART AND
  - (B) THE TOTAL NUMBER OF AUTOMOBILES FOR THE CAL AND PHD PARTS.,
- (2) THE DEFINITION OF "REMUNERATION" IN THE DESCRIPTION OF TERMS USED AS PREMIUM BASES" IS NOT APPLICABLE; AND
- (3) THE LIMIT OF LIABILITY STATED AS "AGGREGATE" IN SECTION III. LIMITS OF LIABILITY OF THE CGL PART IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES ARISING OUT OF PROPERTY DAMAGE, CAUSED BY THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES OR OPERATIONS RATABLE IN ACCORDANCE WITH THE MANUAL OF MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE IN USE BY THE COMPANY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	2
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 2

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION - FAILURE TO PERFORM - BURGLAR AND FIRE ALARMS

IT IS AGREED THAT THE INSURANCE AFFORDED BY THE POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE FAILURE OF BURGLAR ALARMS OR FIRE ALARMS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE NAMED INSURED TO MEET THE LEVEL OF PERFORMANCE, QUALITY, FITNESS OR DURABILITY WARRANTED OR REPRESENTED BY THE NAMED INSURED, OR THE FAILURE OF SUCH PRODUCTS TO OTHERWISE PERFORM SATISFACTORILY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	6
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
SPECIAL NO. 6		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)



THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE

LIMITATION OF COVERAGE

COMPLETED OPERATIONS HAZARDS AND PRODUCTS HAZARD

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR THE COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD DOES NOT APPLY TO AIRCRAFT PRODUCTS.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	7
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 7

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by Richard L. Spitzer  
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

PRODUCTS HAZARD EXCLUSION

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR THE PRODUCTS HAZARD SHALL NOT APPLY WITH RESPECT TO THE MANUFACTURE, SALE, HANDLING OR DISTRIBUTION OF AMMUNITION SHELLS.

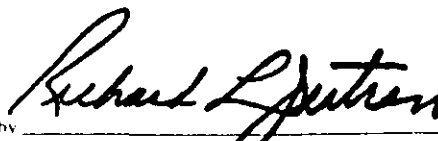
This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	8
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 8

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by   
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE  
SMP LIABILITY INSURANCE

ADDITIONAL INSURED  
(Vendors - Broad Form)

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

1. The Insurance with respect to the vendor does not apply to:
  - any express warranty unauthorized by the NAMED INSURED;
  - (b) BODILY INJURY or PROPERTY DAMAGE arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,

(Continued)

AL

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

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

Endorsement effective	Policy No.	Endorsement No.	9
Named Insured			
Additional Premium \$	Return Premium \$	In Adv.	\$ \$
		1st Anniv.	\$ \$
		2nd Anniv.	\$ \$

- 2 -
- (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
  - (iv) products which after distribution or sale by the NAMED INSURED have labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as INSURED, from whom the NAMED INSURED has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSURED

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE AS AN INSURED THE CLEAVER-BROOKS COMPANY BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF THE BOILERS LEASED TO THE NAMED INSURED AND SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION:

THE INSURANCE DOES NOT APPLY:

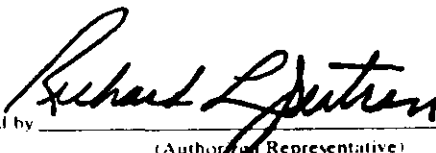
1. TO ANY OCCURRENCE WHICH TAKES PLACE AFTER THE NAMED INSURED CEASES TO LEASE THE BOILERS;
2. TO STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION OPERATION PERFORMED BY OR ON BEHALF OF THE CLEAVER-BROOKS COMPANY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	10
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
SPECIAL NO. 10			

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by   
(Authorized Representative)

# PREMIUM DISCOUNT ENDORSEMENT — TEXAS

## (General Liability Insurance)

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

1. **Texas General Liability Standard Premium:** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium For All States:** The General Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas**
  - (a) For policy periods of one year or less — The Texas General Liability Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of Texas Premium Discounts (General Liability).
  - (b) For policy periods of more than one year — The Texas General Liability Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be subject to the applicable discount percentages stated in said Table of Texas Premium Discounts (General Liability) opposite the total standard premium for the policies for each annual period or portion thereof during the policy period.
  - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4.	Policy Numbers	Estimated Standard Premium
	<u>37 AL 192820 SRA</u>	_____
	_____	_____
		_____ Total

For attachment to and forming part of Policy No. 37 AL 192820 SRA  
Issued to NATIONAL PRESTO INDUSTRIES, INC.

ENDORSEMENT NO. 11



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

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE  
BASIC AUTOMOBILE LIABILITY INSURANCE  
AUTOMOBILE MEDICAL PAYMENTS INSURANCE**

**USE OF OTHER AUTOMOBILES COVERAGE—LIMITED FORM**

**SCHEDULE**

The insurance afforded because of the naming below of any individual or partnership is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such individual or partnership.

Name of Individual or Partnership:	Bodily Injury Liability	Premium Property Damage Liability	Automobile Medical Payments
	INCL	INCL	INCL

Total Premium **INCL IN \$ COMPOSITE RATE**

It is agreed that such insurance as is afforded by the policy, under the **bodily injury liability** and **property damage liability** coverages and division 1 of the **Automobile Medical Payments** coverage, with respect to any **owned private passenger automobile** covered under the policy also applies with respect to any other **automobile**, subject to the following additional provisions:

**1. Persons Insured**

With respect to the insurance afforded by this endorsement for **bodily injury liability** and for **property damage liability** the "Persons Insured" provision policy is replaced by the following:

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

- (a) each individual named in the schedule of this endorsement and while a resident of the same household, the spouse of such individual, and
- (b) any other person or organization, not owning or hiring the **automobile**, but only with respect to his or its liability because of acts or omissions of an **insured** under (a) above.

**2. Exclusions**

This insurance does not apply:

- (a) to any **insured** while engaged in the business of his employer with respect to **bodily injury** to a fellow employee of such **insured** injured in the course of his employment;
- (b) to any **insured** while employed in or otherwise engaged in duties in connection with an **automobile business**;
- (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;
- (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;
- (e) to any **automobile** owned by or furnished or available for the regular use of such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;
- (f) to any **automobile** while used in the business or occupation of the named individual or spouse except a **private passenger automobile** operated or occupied by such named individual, spouse, or a private chauffeur or domestic servant of such named individual or spouse;
- (g) to any **automobile** while used by any **insured** as a public or livery conveyance; but this exclusion does not apply to **bodily injury** or **property damage** which results from the **insured's** occupancy of such **automobile** other than as the operator thereof.

- 3. Excess Insurance.** The insurance afforded by this endorsement for **Bodily Injury liability** and **Property Damage liability** shall be excess over any over valid and collectible insurance, whether primary, excess or contingent, available to the **insured**.

The insurance afforded by this endorsement for **Automobile Medical Payments** shall be excess over any other valid and collectible automobile medical payments or automobile medical expense insurance, whether primary, excess or contingent.

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



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**

**HIRED AUTOMOBILES—SPECIFIED CAR BASIS**

Description of Automobile:

ANY VEHICLE LEASED FROM  
LEND LEASE TRANSPORTATION CO.

BILL BOYER FORD, INC.  
MINNEAPOLIS, MN.

WHEELS, INC.  
6200 NORTH WESTERN AVE.  
CHICAGO, IL. 60659

THRIFTWAY LEASING CO.  
PISCATAWAY, N.J.

UNITED TRUCK LEASING, INC.  
MINNEAPOLIS, MN.

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

1. The insurance applies to the named insured, as rentee of such automobile, in the same manner as if he were the owner thereof; and, when used in reference to the insurance afforded by this endorsement, "named insured" includes an individual named insured.
2. Subject otherwise to the "Persons Insured" provision, the insurance covers as an insured the owner, any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee, but only while such automobile is being used in the business of the named insured, or by or on behalf of the named insured for personal or pleasure purposes, and subdivision (ii) of the sentence beginning "None of the following is an insured:" in such provision is amended accordingly.
3. The insurance applies as primary insurance.

**THIS ENDORSEMENT SUPERSEDES ENDT. 13**

ENDT. EFF.: 3-1-78

POL. NO. 37 AL 192820 SRA

NAMED INSURED: NATIONAL PRESTO INDUSTRIES, INC.

ENDORSEMENT NO. 39

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





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**

**HIRED AUTOMOBILES—SPECIFIED CAR BASIS**

Description of Automobile:

ANY VEHICLE LEASED FROM:  
LEND LEASE TRANSPORTATION CO

RYDER TRUCK RENTAL INC.  
NATIONAL CAR RENTAL SYSTEMS, INC.  
THRIFTWAY LEASING CO.

WHEELS, INC.  
6200 NORTH WESTERN  
CHICAGO, ILL. 60645

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

1. The insurance applies to the named insured, as rentee of such automobile, in the same manner as if he were the owner thereof; and, when used in reference to the insurance afforded by this endorsement, "named insured" includes an individual named insured.
2. Subject otherwise to the "Persons Insured" provision, the insurance covers as an insured the owner, any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee, but only while such automobile is being used in the business of the named insured, or by or on behalf of the named insured for personal or pleasure purposes, and subdivision (ii) of the sentence beginning "None of the following is an insured:" in such provision is amended accordingly.
3. The insurance applies as primary insurance.

*Amended by 6-1-79*

ENDORSEMENT NO. 13

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

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

PHYSICAL DAMAGE PROVISION

IT IS AGREED THAT THE FOLLOWING PHYSICAL DAMAGE COVERAGES APPLY TO ~~SHORT~~ <sup>ALL NEW</sup> ~~TERM LEASED VEHICLE~~ (exp. - 10)

\$100 DEDUCTIBLE COMPREHENSIVE

ALL AUTOMOBILES

\$200 DEDUCTIBLE COLLISION

LOCAL FLEET

\$500 DEDUCTIBLE COLLISION

LONG - HAUL FLEET

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective

Policy No.

Endorsement No. 14

Named Insured

Additional Premium \$

Return Premium \$

BI

PD

In Advance \$

1st Anniv. \$

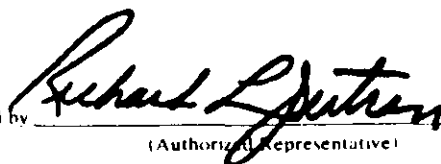
2nd Anniv. \$

SPECIAL NO. 14

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

(Authorized Representative)



THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

PHYSICAL DAMAGE PROVISION

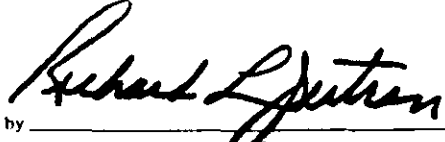
IT IS HEREBY AGREED THAT ENDORSEMENT NO. 14 IS AMENDED IN PART TO READ, "PHYSICAL DAMAGE COVERAGES APPLY TO ALL VEHICLES" IN LIEU OF "SHORT TERM LEASED VEHICLE".

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	3-1-78	Policy No.	37 AL 192820 SRA	Endorsement No.	40
Named Insured	NATIONAL PRESTO INDUSTRIES, INC.				
Additional Premium \$		Return Premium \$		BI	PD
				In Advance \$	\$
				1st Anniv. \$	\$
				2nd Anniv. \$	\$

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by   
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

PHYSICAL DAMAGE PROVISION

IT IS AGREED THAT THE POLICY IS AMENDED TO SHOW CHANGE IN RATES FOR COLLISION AND COMPREHENSIVE AS PER ATTACHED SCHEDULE.


This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	3-1-78	Policy No.	37 AL 192820 SRA	Endorsement No.	41
Named Insured	NATIONAL PRESTO INDUSTRIES, INC.				
Additional Premium \$	NIL	Return Premium \$		BI	PD
			In Advance \$	\$	
			1st Anniv. \$	\$	
			2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)

(CC-1035) Ed. 7-75  
CAT. 388645  
PRINTED IN U.S.A

## 29. EXPERIENCE MODIFICATION ENDORSEMENT

This endorsement forms a part of Policy No. .... issued to NATIONAL PRESTO INDUSTRIES INC.

by the ..... at its Agency  
(Name of Insurance Company)

located (city and state) ..... and is effective from .....  
(12:01 A.M. Standard Time)

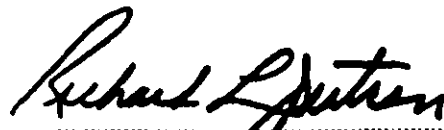
(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that such of the coverages of Bodily Injury Liability, Property Damage Liability, Medical Payments and Personal Injury Protection as are afforded by the policy are subject to experience rating in accordance with the Automobile Liability Experience Rating Plan for the State of Texas. The experience modification applicable shall apply from the effective date of such rating and premium adjustment shall be made in accordance with such modification, subject to the following provisions:

- (a) The modification applicable to the policy as of its effective date shall remain applicable until the .....<sup>1</sup>..... day of MARCH ..... 1979....., or
- (b) The next normal anniversary rate date, at which time the rates then in effect and new experience modification effective at that time shall apply for the remainder of the policy period.

By



(Duly Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

UNINSURED MOTORIST COVERAGE

IT IS AGREED THAT THE UNINSURED MOTORIST COVERAGE AS DEFINED, IS APPLICABLE IN STATES WHERE THE UNINSURED MOTORISTS COVERAGE IS MANDATORY AND NOT IN STATES WHERE SUCH COVERAGE IS ON A VOLUNTARY BASIS. ON STATES WHERE MANDATORY IT WILL APPLY WITH RESPECT TO ALL AUTOMOBILES OWNED OR USED BY THE INSURED AND SHALL BE SUBJECT TO THE LIMITS OF LIABILITY REQUIRED BY EACH STATE.

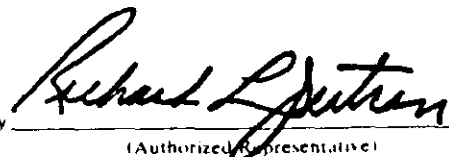
This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	16
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
SPECIAL NO. 16		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE  
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE  
SMP LIABILITY INSURANCE

ADDITIONAL INSURED  
(EMPLOYEES)

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE ANY EMPLOYEE OF THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, BUT THE INSURANCE AFFORDED TO SUCH EMPLOYEE DOES NOT APPLY:

1. TO BODILY INJURY TO (a) ANOTHER EMPLOYEE OF THE NAMED INSURED ARISING OUT OF OR IN THE COURSE OF HIS EMPLOYMENT OR (b) THE NAMED INSURED OR, IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF;
2. TO PROPERTY DAMAGE TO PROPERTY OWNED, OCCUPIED OR USED BY, RENTED TO, IN THE CARE, CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY (a) ANOTHER EMPLOYEE OF THE NAMED INSURED OR (b) THE NAMED INSURED, OR, IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

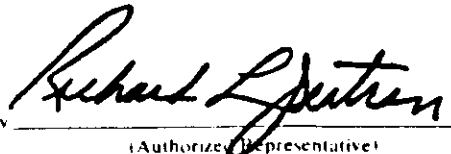
*(The information below is required only when this endorsement is issued subsequent to preparation of policy.)*

Endorsement effective	Policy No.	Endorsement No.	17
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 17

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)



## AUTOMOBILE LIABILITY INSURANCE

1. **Texas Automobile Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas Automobile Liability Standard Premium.
2. **Total Standard Premium for All States.** The Automobile Liability, Medical Payments and Personal Injury Protection coverage Premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Texas**
  - (a) **For policy periods of one year or less—**The Texas Automobile Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the "Table of Texas Premium Discount Percentages (Automobile Liability)" set out on the reverse side hereof.
  - (b) **For policy periods of more than one year—**The Texas Automobile Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said "Table of Texas Premium Discount Percentages (Automobile Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
  - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas Automobile Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas Automobile Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas Automobile Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4.	<u>Policy Numbers</u>	<u>Estimated Standard Premium</u>
	37 AL 192820 SRA .....  .....  .....  .....  .....  .....	TBD .....  .....  .....  .....  .....  .....
		Total

Applicable premium percentages based on total estimated advance standard premium:

Industry	%
Taxicabs, Livery, Buses and Long Haul Truckmen	1.0

Garage Liability .....%

All other, including School Buses .....%

SEE REVERSE SIDE FOR FURTHER PROVISIONS

By

(Duly Authorized Representative)

# TEXAS PREMIUM DISCOUNTS—AUTOMOBILE LIABILITY INSURANCE

Total Standard Premium See Note (1)	Taxi- cabs, Livery, Buses and Long Haul Truck- men	All Other In- cluding School Garages Buses	Total Standard Premium See Note (1)	Taxi- cabs, Livery, Buses and Long Haul Truck- men	All Other In- cluding School Garages Buses	Total Standard Premium See Note (1)	Taxi- cabs, Livery, Buses and Long Haul Truck- men	All Other In- cluding School Garages Buses
(1)	(2)	(3)	(1)	(2)	(3)	(1)	(2)	(3)
\$1,000	0.0%	0.0%	\$6,400	2.3%	5.7%	\$60,000	8.7%	12.2%
1,050	.1	.4	6,600	2.5	5.8	62,500	8.8	12.3
1,100	.1	.6	6,800	2.6	5.9	65,000	8.9	12.5
1,150	.1	.8	7,000	2.8	6.1	67,500	9.0	12.6
1,200	.2	1.0	7,200	2.9	6.2	70,000	9.1	12.7
1,250	.2	1.2	7,400	3.0	6.3	72,500	9.1	12.8
1,300	.2	1.3	7,600	3.1	6.4	75,000	9.2	13.0
1,350	.3	1.5	7,800	3.3	6.5	80,000	9.3	13.2
1,400	.3	1.6	8,000	3.4	6.5	85,000	9.4	13.3
1,450	.3	1.8	8,200	3.5	6.6	90,000	9.5	13.5
1,500	.3	1.9	8,400	3.6	6.7	95,000	9.6	13.6
1,550	.4	2.0	8,600	3.6	6.8	100,000	9.6	13.7
1,600	.4	2.1	8,800	3.7	6.9	105,000	9.7	13.8
1,650	.4	2.2	9,000	3.8	6.9	110,000	9.8	13.9
1,700	.4	2.3	9,200	3.9	7.0	115,000	9.8	14.0
1,750	.4	2.4	9,400	4.0	7.1	120,000	9.9	14.1
1,800	.5	2.5	9,600	4.0	7.1	125,000	9.9	14.2
1,850	.5	2.6	9,800	4.1	7.2	130,000	10.0	14.2
1,900	.5	2.6	10,000	4.2	7.3	135,000	10.0	14.3
1,950	.5	2.7	10,500	4.4	7.4	140,000	10.0	14.4
2,000	.5	2.8	11,000	4.5	7.5	145,000	10.1	14.4
2,100	.5	2.9	11,500	4.6	7.6	150,000	10.1	14.5
2,200	.6	3.1	12,000	4.8	7.7	162,500	10.2	14.6
2,300	.6	3.2	12,500	4.9	7.8	175,000	10.2	14.7
2,400	.6	3.3	13,000	5.0	7.9	187,500	10.3	14.8
2,500	.6	3.3	13,500	5.1	8.0	200,000	10.3	14.9
2,600	.6	3.4	14,000	5.1	8.0	212,500	10.4	14.9
2,700	.6	3.5	14,500	5.2	8.1	225,000	10.4	15.0
2,800	.6	3.6	15,000	5.3	8.2	237,500	10.4	15.0
2,900	.7	3.6	16,000	5.5	8.3	250,000	10.5	15.1
3,000	.7	3.7	17,000	5.6	8.4	262,500	10.5	15.1
3,100	.7	3.8	18,000	5.7	8.5	275,000	10.5	15.2
3,200	.7	3.8	19,000	5.8	8.6	287,500	10.5	15.2
3,300	.7	3.9	20,000	5.9	8.6	300,000	10.5	15.2
3,400	.7	3.9	21,000	5.9	8.7	312,500	10.6	15.3
3,500	.7	4.0	22,000	6.0	8.8	325,000	10.6	15.3
3,600	.7	4.0	23,000	6.1	8.8	337,500	10.6	15.3
3,700	.7	4.0	24,000	6.1	8.9	350,000	10.6	15.3
3,800	.7	4.1	25,000	6.2	8.9	362,500	10.6	15.4
3,900	.7	4.1	27,500	6.3	9.0	375,000	10.6	15.4
4,000	.8	4.2	30,000	6.6	9.4	387,500	10.6	15.4
4,200	.8	4.2	32,500	6.9	9.9	400,000	10.7	15.4
4,400	.8	4.3	35,000	7.2	10.3	412,500	10.7	15.4
4,600	.8	4.3	37,500	7.4	10.7	425,000	10.7	15.5
4,800	.8	4.4	40,000	7.6	11.1	437,500	10.7	15.5
5,000	.9	4.5	42,500	7.8	11.4	450,000	10.7	15.5
5,200	1.2	4.7	45,000	8.0	11.7	462,500	10.7	15.5
5,400	1.4	4.9	47,500	8.2	11.9	475,000	10.7	15.5
5,600	1.6	5.1	50,000	8.3	12.1	487,500	10.7	15.5
5,800	1.8	5.3	52,500	8.4	12.4	500,000	See Note (2).	
6,000	2.0	5.4	55,000	8.5	12.5	and over		
6,200	2.2	5.6	57,500	8.6	12.7			

Notes (1) If the Total Standard Premium is between two of the amounts shown in column (1), the premium discount percentage applicable is that shown for the lower of such amounts.

(2) If the Total Standard Premium is \$500,000 or over, the premium discount percentage applicable for each subdivision of automobile liability insurance shall be determined on the weighted average of the percentage shown in (b) for the first \$500,000 of Total Standard Premium and the percentage shown in (c) for the portion of Total Standard Premium over \$500,000.

Subdivisions of Automobile  
Liability Insurance

(a)

First  
\$500,000

(b)

Portion over  
\$500,000

(c)

**158B. APPLICATION OF PREMIUM REDUCTION PERCENTAGE**

**(TEXAS)**

This endorsement forms a part of Policy No. \_\_\_\_\_ issued to NATIONAL PRESTO INDUSTRIES INC.

by the \_\_\_\_\_ at its Agency  
(Name of Insurance Company)

located (city and state) \_\_\_\_\_ and is effective from \_\_\_\_\_  
(12:01 A. M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that the premium reduction percentage stated in the declarations or computed in accordance with the Premium Reduction Table forming a part of the policy does not apply to the premium for automobiles principally garaged in Texas.

By Richard L. Spitzer  
(Duly Authorized Representative)

## 158M. AMENDATORY ENDORSEMENT—OUT-OF-STATE INSURANCE

This endorsement forms a part of Policy No. \_\_\_\_\_ issued to **NATIONAL PRESTO INDUSTRIES INC** \_\_\_\_\_  
by the \_\_\_\_\_ at its Agency  
(Name of Insurance Company)  
located (city and state) \_\_\_\_\_ and is effective from \_\_\_\_\_  
(12:01 A.M. Standard Time)

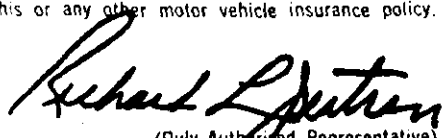
(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added:

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

By

  
(Duly Authorized Representative)

### TX-03-69. AMENDATORY ENDORSEMENT—NOTICE

This endorsement forms a part of Policy No. \_\_\_\_\_ issued to NATIONAL PRESTO INDUSTRIES INC.

by the \_\_\_\_\_ at its Ag  
(Name of Insurance Company)

located (city and state) \_\_\_\_\_ and is effective from \_\_\_\_\_  
(12:01 A.M. Standard T

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**  
**BASIC AUTOMOBILE LIABILITY INSURANCE**  
**GARAGE INSURANCE**

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

By Richard L. Spitzer  
(Duly Authorized Representative)

ENDORSEMENT NO. 21

## PERSONAL INJURY PROTECTION ENDORSEMENT (COLORADO)

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION I

#### Personal Injury Protection Coverage

The Company will pay, in accordance with the Colorado Auto Accident Reparations Act, personal injury protection benefits for:

- (a) **medical expenses,**
- (b) **rehabilitation expenses,**
- (c) **work loss,**
- (d) **essential services expenses, and**
- (e) **death compensation**

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the use or operation of a **motor vehicle** as a **motor vehicle**.

#### Exclusions

This coverage does not apply:

- (a) to **bodily injury** sustained by the **named insured** or any **relative** as a result of the use or operation of any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle**;
- (b) to **bodily injury** sustained by any **relative** as a result of the use or operation of any **motor vehicle**, owned by such **relative**, with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect;
- (c) to **bodily injury** sustained by any person
  - 1) caused by his own intentional act; or
  - 2) while operating a **motor vehicle** as a converter without a good faith belief that he is legally entitled to operate or use such vehicle;
- (d) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, if the accident occurs outside the State of Colorado;
- (e) to **bodily injury** sustained by any person while the **insured motor vehicle** is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan;
- (f) to **bodily injury** sustained by any person arising out of the use or operation of a **motor vehicle** while located for use as a residence or premises;
- (g) 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;
- (h) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (i) to **bodily injury** sustained by any person, other than the **named insured**, or any **relative**, arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 22

## Definitions

When used in reference to this coverage:

**"bodily injury"** means bodily injury, sickness or disease, including death resulting therefrom;

**"death compensation"** means compensation on account of the death of an **"eligible injured person,"** payable to his estate;

**"eligible injured person"** means

- (a) the **named insured** or any relative who sustains **bodily injury** arising out of the use or operation of any **motor vehicle**;
- (b) any other person who sustains **bodily injury** while
  - (1) **occupying** the **insured motor vehicle** with the consent of the **named insured**, or
  - (2) a **pedestrian** if the accident involves the **insured motor vehicle**;

**"essential service expenses"** means expenses reasonably incurred during his lifetime for essential services in lieu of those the **eligible injured person** would have performed without income, but for the **bodily injury**;

**"insured motor vehicle"** means a **motor vehicle** of which the **named insured** is the owner and with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the **named insured** is required to maintain security under the Colorado Auto Accident Reparations Act;

**"medical expenses"** means all reasonable and necessary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance, and prosthetic services, and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within three years after the date of the accident;

**"motor vehicle"** means any motor vehicle, including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction;

**"named insured"** means the person or organization named in the declarations;

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

**"pedestrian"** means any person not **occupying a motor vehicle** or machine operated by a motor or engine;

**"rehabilitation expenses"** means the reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 5 years after the date of the accident;

**"relative"** means the spouse or any other person related to the **named insured** by blood, marriage, or adoption (including a ward or foster child) who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;

**"work loss"** means loss of income during his lifetime from work the **eligible injured person** would have performed but for the **bodily injury**.

## Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any **eligible injured person** in any one **motor vehicle** accident is limited as follows:

1. **medical expenses** shall not include **rehabilitation expenses** and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000) less the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached;
2. **rehabilitation expenses** shall not include **medical expenses** and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000);
3. the maximum amount payable for **work loss** is one hundred percent (100%) of the first one hundred twenty-five dollars (\$125) of loss of gross income per week (or pro rata for such amounts for a lesser period) and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks (52) from such day;
4. the maximum amount payable for **essential service expenses** shall not exceed fifteen dollars (\$15) per day and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks from such day;
5. the amount payable for **death compensation** is one thousand dollars (\$1,000);
6. any amount payable by the Company under the terms of this coverage shall be reduced by any amount actually provided by any workmen's compensation law within the time period for payment of personal injury protection benefits.

### Policy Period; Territory

This coverage applies only to accidents which occur on or after April 1, 1974 during the policy period and within the United States of America, its territories or possessions, or Canada.

### Conditions

- A. **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 coverage.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If an **eligible injured person**, or his legal representative shall institute legal action to recover damage for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, or his legal representative.
- C. **Medical Reports; Proof of Claim.** As soon as practicable, the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the **bodily injury**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examination by physicians selected by the Company, when and as often as the Company may reasonably require.
- D. **Subrogation.** In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. **Reimbursement and Trust Agreement.** In the event of any payment to any person under this coverage:
  - 1. 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; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  - 2. 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 such **bodily injury**;
  - 3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - 4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. **Non-Duplication of Benefits; Priority of Payments; Other Insurance.** No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this and any similar insurance, including self insurance.

This coverage applies on a primary basis to **bodily injury** sustained by an **eligible injured person** if the accident arises out of the use or operation of the **insured motor vehicle**, provided that if the accident arises out of operation of the **insured motor vehicle** by a person who is neither the owner, nor an employee of the owner of such vehicle (except for an accident involving the operation of a **motor vehicle** regulated under the provisions of Articles 9, 10 or 11 of Chapter 115 C.R.S. 1963) any **Personal Injury Protection** coverage required by the Colorado Auto Accident Reparation Act and afforded by another policy under which the operator is a named insured or relative shall be primary and this coverage shall be excess.

In the event an **eligible injured person** has other similar insurance, including self insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provision of the insurance providing the highest dollar limit, 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 limit of liability of this coverage and such other insurance, but this paragraph shall not apply to optional benefits purchased by such **eligible injured person** for additional premiums on a voluntary basis.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the **Protection Against Uninsured Motorists Coverage** shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**;
- (b) any **Automobile Medical Payments Coverage** or **Automobile Medical Expense Coverage** afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.



### SECTION III

#### Statutory Condition

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Colorado Auto Accident Reparations Act. It is agreed that if a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the Colorado Auto Accident Reparations Act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy and, at the option of the Company, the provisions of this endorsement shall be voidable or subject to amendment.

**BASIC PERSONAL INJURY PROTECTION ENDORSEMENT  
(GEORGIA)**

E 077a  
05 92 (ED. 9-75)  
AIP 521

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

**SECTION 1**

**PERSONAL INJURY PROTECTION COVERAGE**

The Company will pay personal injury protection benefits for:

- (a) **medical expenses,**
- (b) **work loss,**
- (c) **essential services expenses,**
- (d) **funeral expenses, and**
- (e) **survivors' loss.**

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the operation, maintenance or use of a **motor vehicle** as a vehicle.

**Exclusions**

This coverage does not apply:

- (a) to **bodily injury** sustained by any person while **occupying a motor vehicle** which is owned by such person with respect to which the security required by the Georgia Motor Vehicle Accident Reparations Act is not in effect;
- (b) to **bodily injury** sustained by any person while using the **insured motor vehicle** without the express or implied permission of the **named insured** or his spouse, if residing in the same household, or while voluntarily **occupying a motor vehicle** known by such person to be stolen;
- (c) to **bodily injury** sustained by any person while **occupying**, or while a **pedestrian** as a result of being struck by, any **motor vehicle**, other than the **insured motor vehicle**, with respect to which the security required under the Georgia Motor Vehicle Accident Reparations Act is in effect;
- (d) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** sustained intentionally by the person injured or caused intentionally by the claimant;
- (e) to **bodily injury** sustained by any **pedestrian**, other than the **named insured** or any **relative**, as a result of being struck by a **motor vehicle** outside the State of Georgia;
- (f) to **bodily injury** sustained by any person if such injury arises from conduct within the course of business of repairing, servicing or otherwise maintaining vehicles unless such conduct involves the actual operation of a **motor vehicle** as a vehicle on the business premises or unless such conduct occurs off the business premises;
- (g) to **bodily injury** sustained by any person if such injury arises from conduct in the course of loading or unloading any **motor vehicle** unless the conduct occurs while such person is **occupying** such **motor vehicle**;
- (h) to **bodily injury** sustained by any person arising out of the maintenance or use of any **motor vehicle** when such **motor vehicle** is not used as a vehicle.
- (i) to **bodily injury** sustained by any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any acts or condition incident to any of the foregoing;
- (j) to **bodily injury** sustained by any person resulting from the explosion of any nuclear device.

**Definitions**

When used in reference to this coverage:

**"bodily injury"** means bodily injury, sickness or disease, including death at any time resulting therefrom;

**"disability"** means any period of time during the **eligible injured person's** lifetime in which he is unable to either

- (a) perform substantially all the duties required by his usual occupation, or
- (b) engage in his principal activity if such person is not employed on at least a full time basis,

provided the disability commences within twenty four (24) months from the date on which the **motor vehicle** accident occurs;

**"eligible injured person"** means

- (a) the **named insured** or any **relative** who sustains **bodily injury** while **occupying**, or while a **pedestrian** as a result of being struck by, any **motor vehicle**;
- (b) any other person who sustains **bodily injury** while **occupying**, or while a **pedestrian** as a result of being struck by, the **insured motor vehicle**;

**"essential services expenses"** means expenses reasonably incurred during the period of the **eligible injured person's** disability for ordinary and necessary services from others, excluding members of the **eligible injured person's** household, in lieu of services that had he not been injured, he would have performed not for income, but for the benefit of his household;

This endorsement forms a part of the policy to which attached.

**ENDORSEMENT NO. 23**

**"funeral expenses"** means any reasonable and necessary expenses normally incurred by the survivors of a deceased, **eligible injured person** or by the estate of such person for funeral services, preparation for burial, and burial including but not limited to payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial;

**"insured motor vehicle"** means a **motor vehicle** with respect to which

- (a) the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the **named insured** maintains the security required under the provisions of the Georgia Motor Vehicle Accident Reparations Act;

**"medical expenses"** means all necessary medical expenses including necessary medicine, drugs, surgical, dental, x-ray and rehabilitative services, including prosthetic devices, and necessary ambulance, hospital, and nursing services, all as prescribed, authorized, approved or rendered by an attending physician, including any person licensed to practice a healing art and any remedial treatment and care rendered in accordance with a recognized religious healing method;

**"motor vehicle"** means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of this State relating to **motor vehicles** designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle;

**"named insured"** means the person or organization named in the declarations;

**"occupying"** means in or upon, or engaged in the immediate act of entering into or alighting from;

**"pedestrian"** means any person not **occupying a motor vehicle** or a motorcycle or any other motor driven vehicle designed primarily for operation upon the public streets, roads and highways, or not in or upon a vehicle operated on stationary rails or tracks, or aircraft;

**"relative"** means the spouse or any other person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**, whether or not temporarily residing elsewhere;

**"survivors' loss"** means compensation in the event of the death of an **eligible injured person**, survived by a spouse or dependent children, payable after such death as though the deceased were alive but totally disabled, such payment to be made to the spouse, if alive, otherwise to the children or the person having legal custody of such children, as though awarded as a year's support as provided by law, and the maximum amount payable shall be the amount of **work loss** and the amount of **essential services expenses**, that would have been payable to the deceased **eligible injured person**; such benefits shall be payable until exhausted, at least monthly;

**"work loss"** means 85% of the loss of income or earnings of the **eligible injured person** incurred during his **disability**.

#### **Policy Period; Territory**

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

#### **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed Five Thousand (\$5,000) Dollars in the aggregate, and subject to such aggregate:

1. the maximum amount payable for **medical expenses** shall not exceed \$2,500;
2. the maximum amount payable for **work loss** shall not exceed \$200 per week;
3. the maximum amount payable for **essential services expenses** shall not exceed \$20 per day;
4. the maximum amount payable for **funeral expenses** shall not exceed \$1,500.

#### **Conditions**

- A. **Action Against Company.** No action shall lie against the Company unless as a condition thereto, there shall have been full compliance with all terms of this coverage.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If an **eligible injured person**, his legal representative or his survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative or his survivors.
- C. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the **bodily injury**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examination by physicians selected by the Company when and as often as the Company may reasonably require at the Company's expense.
- D. **Subrogation.** Subject to any applicable limitations set forth in the Georgia Motor Vehicle Accident Reparations Act, in the event of any payment under this coverage; the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

- E. **Non-Duplication of Benefits; Priority of Payments; Other Insurance.** No eligible injured person shall recover duplicate benefits for the same elements of loss under this policy or any other policy of motor vehicle liability insurance or approved plan of self-insurance. In the event an eligible injured person has such duplicate coverage available and applicable to the accident, the maximum amount of recovery shall not exceed that amount which would have been payable under the provisions of this insurance policy or such other policy of motor vehicle liability insurance or approved plan of self-insurance providing the highest dollar amount, and the Company shall not be liable for a greater portion 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 coverage and such other duplicate coverage.
- F. **Conformance to Statute.** Notwithstanding any of the other terms and conditions of the policy, the coverage afforded shall be at least as extensive as the minimum coverage required by the Georgia Motor Vehicle Accident Reparations Act, and notwithstanding the terms and conditions of this policy all provisions of this policy shall conform to the laws of this State.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates any amount payable under Protection Against Uninsured Motorists Coverage or Automobile Medical Payments or Medical Expense Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

## SECTION III

**Constitutionality Clause.** The premium for and the coverages of the policy have been established in reliance upon the provisions of the Georgia Motor Vehicle Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company in accordance with such declaration or judgment.

This endorsement provides coverage as required under the New Jersey Automobile  
Reparation Reform Act, commonly referred to as the "New Jersey No-Fault Law".

All terms printed in **bold face**, other than section headings or titles, are defined  
terms. For a complete understanding of provisions containing these terms refer to  
the section entitled "**Definitions**".

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CP 05 61 (Ed. 4-75)

## NEW JERSEY BASIC PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION I

#### Basic Personal Injury Protection Coverage

The Company will pay basic personal injury protection benefits consisting of

- (a) **medical expense benefits**,
- (b) **income continuation benefits**,
- (c) **essential services benefits**,
- (d) **survivor benefits**, and
- (e) **funeral expense benefits**

with respect to **bodily injury** sustained by an **eligible injured person**, caused by accident and arising out of the ownership, maintenance or use, including loading or unloading, of a **private passenger automobile** as an automobile.

#### Exclusions

The insurance under this endorsement does not apply:

- (a) to **bodily injury** to a person whose conduct contributed to the injury in any of the following ways:
  - (1) while committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer, or
  - (2) while acting with specific intent to cause injury or damage to himself or others;
- (b) to **bodily injury** to the **named insured** or any **relative** of the **named insured** sustained while occupying, using or entering into or alighting from a **private passenger automobile** which is not an **insured automobile** under this policy, if he is required to maintain automobile liability insurance coverage with respect to the automobile under the New Jersey Automobile Reparation Reform Act;
- (c) to **bodily injury** to any person, other than the **named insured** or a **relative** of the **named insured** or a resident of New Jersey, if the accident occurs outside of New Jersey;
- (d) to **bodily injury** arising out of the ownership, maintenance, or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- (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;
- (f) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

#### Definitions

When used in reference to this insurance:

"**bodily injury**" means bodily injury, sickness or disease, including death at any time resulting therefrom:

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 30

"eligible injured person" means

- (a) the **named insured** or any **relative** of the **named insured**, if the **named insured** or **relative** sustains **bodily injury**
  - (1) while occupying, using, entering into or alighting from a **private passenger automobile**, or
  - (2) while a **pedestrian**, caused by a **private passenger automobile** or as a result of being struck by an object propelled by or from such an automobile; or
- (b) any other person who sustains **bodily injury**
  - (1) while, with the permission of the **named insured**, occupying, using, entering into or alighting from the **insured automobile**, or
  - (2) while a **pedestrian**, caused by the **insured automobile** or as a result of being struck by an object propelled by or from the **insured automobile**;

"**essential services benefits**" means an amount not exceeding a limit of \$12.00 per day and a total limit of \$4,380 payable to an **eligible injured person** as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his lifetime and which he would ordinarily have performed not for **income** but for the care and maintenance of himself and his **relatives**;

"**funeral expense benefits**" means an amount not exceeding \$1,000 for reasonable funeral, burial and cremation expenses incurred;

"**income**" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

"**income continuation benefits**" means an amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of **income** of an **income producer** during his lifetime, as a result of **bodily injury** disability;

"**income producer**" means a person who, at the time of the accident, was in an occupational status, earning or producing **income**;

"**insured automobile**" means an automobile with respect to which the **named insured** is required to maintain automobile liability insurance coverage under the New Jersey Automobile Reparation Reform Act, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"**medical expense benefits**" means all reasonable expenses incurred for medical, surgical and dental treatment, professional nursing, hospital and rehabilitation services, x-ray and other diagnostic services, prosthetic devices, ambulance services, medication and other reasonable and necessary expenses incurred for treatment prescribed by persons licensed to practice medicine, surgery, psychology or chiropractic, or for any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing;

"**named insured**" means the person or organization named as the insured in the declarations. If the **insured automobile** is owned by a farm family co-partnership or corporation, the term "**named insured**" also includes the head of the household of each family designated in the policy as having a working interest in the farm;

"**pedestrian**" means any person who is not occupying a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks and includes any person who is entering into or alighting from such a vehicle;

"**private passenger automobile**" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

- (1) a private passenger or station wagon type automobile,
- (2) a pick-up or panel truck or delivery sedan, or
- (3) a utility automobile designed for personal use as a camper or motor home or for family recreational purposes; but

a **private passenger automobile** does not include a motorcycle, an automobile used as a public or livery conveyance for passengers, a pick-up or panel truck, delivery sedan or utility automobile customarily used for business, occupational or professional purposes other than farming or ranching or a utility automobile customarily used for the transportation of passengers other than members of the user's family or their guests;

"**relative**" means a person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**;

"**survivor benefits**" means the amount or amounts payable in the event of the death of an **eligible injured person** as determined in subdivision (1) or (2) hereof, as appropriate:

- (1) if the **eligible injured person** was an **income producer** at the time of the accident, an amount equal to the difference between \$5,200 and all basic **income continuation benefits** paid for any loss of **income** resulting from his injury prior to his death;
- (2) if the **eligible injured person** ordinarily performed **essential services** for the care and maintenance of himself, his family or family household, an amount not to exceed the difference between \$4,380 and all basic **essential services benefits** paid with respect to his injury prior to death.

#### **Limit of Liability**

Any amount payable by the Company as personal injury protection benefits with respect to **bodily injury** shall be reduced by all amounts paid, payable or required to be provided under any workmen's compensation or employees temporary disability law, or under Medicare provided under federal law.

The applicable limit on **income continuation benefits** applies separately to each full regular and customary work week of an **eligible injured person**. If his disability from work or employment consists of or includes only a part of such a week, the Company shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the part week bears to the number of days in his full work week.

#### **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.

#### **Conditions**

1. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or survivors shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative or his survivors.
2. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical examination by physicians when and as often as the Company may reasonably require and a copy of the medical report will be forwarded to such **eligible injured person** if requested.
3. **Multiple Policies Applicable to One Accident; Non-duplication of Benefits; Priority of Complying Policies.** Regardless of the number of automobiles insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act, or the number of insurers or policies affording such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to **bodily injury** to any one person as the result of any one accident shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

This insurance applies on a primary basis to **bodily injury** to the **named insured** and his **relative** and on a secondary basis to all other **eligible injured persons**. Similarly, the basic personal injury protection coverage provided by other complying policies applies on a primary basis to **bodily injury** to those persons who are named insureds under such policies and their relatives. If an **eligible injured person** to whom this insurance applies on a secondary basis has other basic personal injury protection coverage under another complying policy applicable to his **bodily injury** on a primary basis, all claims for basic personal injury protection benefits shall first be made against the insurer issuing the other complying policy. No basic personal injury protection benefits shall be due and payable under this insurance unless the other insurer fails to pay such benefits by reason of insolvency and the Company has been given written notice by the claimant of such failure. "Complying Policy" means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

4. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, in the event of any payment to any person under this endorsement:
  - (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; and the Company shall have a lien to the extent of such payment notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  - (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 such **bodily injury**;
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) 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.
5. **Payment of Personal Injury Protection Benefits.** Medical expense benefits and essential services benefits may be paid at the option of the Company to the **eligible injured person** or the person or organization furnishing the products or services for which such benefits are due. In the event of the death of an **eligible injured person** any amounts payable, but unpaid prior to death, for **medical expense benefits** are payable to the **eligible injured person's estate**.

Benefits payable under subdivision (1) of the definition of **survivor benefits** are payable to the **eligible injured person's** surviving spouse, or if there is no surviving spouse, to his surviving children, or if there are no surviving spouse or surviving children, to the **eligible injured person's estate**.

Benefits payable under subdivision (2) of the definition of **survivor benefits** are payable to the person who has incurred the expense of providing essential services.

**Funeral expense benefits** are payable to the **eligible injured person's estate**.

## SECTION II

### Extended Medical Expense Benefits Coverage

The Company will pay **medical expense benefits** not to exceed the total aggregate amount stated in the schedule and **funeral expense benefits** with respect to **bodily injury** sustained by an **insured person**, caused by an accident occurring during the policy period within the United States of America, its territories or possessions or Canada and arising out of the ownership, maintenance or use, including loading and unloading, of an **insured automobile** or of a **highway vehicle** not owned by or furnished or available for the regular use of the **named insured** or any **relative** of the **named insured**.

### Exclusions

The insurance under Section II is subject to all of the exclusions applicable to Section I, except that the word "person" in exclusion (c) is replaced by the word "**pedestrian**".

### Definitions

The definitions under Section I apply to Section II and under Section II:

"**highway vehicle**" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads or (3) a vehicle while located for use as a residence or premises;

"**insured person**" means

- (a) the **named insured** or any **relative** of the **named insured**, if the **named insured** or **relative** sustains **bodily injury**
  - (1) while occupying, using, entering into or alighting from a **highway vehicle**; or
  - (2) while a **pedestrian**, caused by a **highway vehicle**;
- (b) any other person who sustains **bodily injury** while occupying a **highway vehicle** (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such **highway vehicle** is being operated by the **named insured** or a **relative** of the **named insured** or any other person using such **highway vehicle** with the permission of the **named insured**;
- (c) any other person who sustains **bodily injury** while occupying an **insured automobile** if such **insured automobile** is being operated by the **named insured** or a **relative** of the **named insured** or any other person using such **insured automobile** with the permission of the **named insured**.

### Conditions

Conditions 1, 2 and 4 of Section I apply to Section II, substituting the term "**insured person**" for "**eligible injured person**" wherever it appears therein. The following additional condition applies under Section II:

**Other Insurance or Benefits.** This insurance does not apply to loss or expense with respect to which an **insured person** is entitled to benefits under any workmen's compensation law or Medicare provided under federal law or under Section 4 of the New Jersey Automobile Reparation Reform Act.

This insurance does not apply to loss or expense to the extent that benefits are payable or are required to be provided therefor under any other automobile no-fault law or under any other automobile medical payments insurance.

## SCHEDULE

The total aggregate amount of extended medical expense benefits payable under Section II is \$10,000.

## SECTION III

In consideration of the insurance afforded under Sections I and II of this endorsement, and the adjustment of applicable rates:

- (a) any amount payable for economic loss under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage or Automobile Medical Expense Coverage afforded under the policy is deleted with respect to an automobile which is an **insured automobile**.

## SECTION IV

### Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 18 of the New Jersey Automobile Reparation Reform Act to reflect the limitations on the right to recover damages imposed by Section 8 of said Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, Section 8 of the Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.



**MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT**  
**(New York)**

The Company agrees with the named insured, as follows:

**Section I**

**Mandatory Personal Injury Protection**

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle. This coverage applies only to motor vehicle accidents which occur during the policy period and on or after December 1, 1977 and within the United States of America, its territories or possessions, or Canada.

**First Party Benefits**

First party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 per cent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workmen's compensation benefits, or disability benefits under article nine of the New York Workmen's Compensation Law;
- (c) the amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that accident; and
- (d) amounts recovered or recoverable on account of personal injury to an eligible injured person for any element of basic economic loss under State or Federal laws providing Medicare benefits (other than lifetime reserve days and provided further that the Medicare benefits utilized herein do not result in a reduction of such person's Medicare benefits for a subsequent illness or injury).

**Basic Economic Loss**

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

**Medical Expense**

Medical expense shall consist of necessary expenses for:

- (a) medical, hospital, surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;
- (b) psychiatric, physical and occupational therapy and rehabilitation;
- (c) any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of Section 678 of the New York Insurance Law.

This endorsement forms a part of the policy.

**ENDORSEMENT NO. 31**

(h) any person while

- (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
- (ii) operating a motor vehicle in a race or speed test; or
- (iii) operating or occupying a motor vehicle known to him to be stolen.

### Other Definitions

When used in reference to this coverage:

- (a) "the insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "motorcycle" means a vehicle as defined in Section 123 of the New York Vehicle and Traffic Law;
- (c) "motor vehicle" means a motor vehicle, as defined in Section 311 of the New York Vehicle and Traffic Law, except that it shall include fire and police vehicles, and it shall not include a motorcycle;
- (d) "named Insured" means the person or organization named in item one of the declaration;
- (e) "occupying" means in or upon or entering into or alighting from;
- (f) "personal injury" means bodily injury, sickness or disease;
- (g) "relative" means a spouse, child or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "use or operation" of a motor vehicle includes the loading or unloading of such vehicle but does not include conduct within the course of a business of repairing, servicing, or otherwise maintained motor vehicles, unless the conduct occurs off the business premises.

### Conditions

**Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

**Notice.** In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 90 days after the date of the accident, unless the eligible injured person submits written proof that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control. If an eligible injured person or his legal representative institutes a proceeding to recover damages for personal injury under Section 673(2) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or his legal representative.

**Proof of Claim; Medical and Earnings Reports.** As soon as reasonably practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon request by the Company the eligible injured person or someone on his behalf shall:

- (a) execute a written proof of claim under oath;
- (b) provide authorization that will enable the Company to obtain medical records; and
- (c) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

**Arbitration.** In the event any person making a claim for first party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

**Reimbursement and Trust Agreement.** To the extent that the Company pays first party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under Section 673(2) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first party benefits. An eligible injured person shall:

### **Work Loss**

Work loss shall consist of the sum of the following losses and expenses, up to \$1,000 per month for a period of three years from the date of the accident:

- (a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle, shall not be entitled to receive first party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
- (b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

### **Other Expenses**

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the accident causing injury.

### **Death Benefit**

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$2,000.

### **Eligible Injured Person**

An eligible injured person is:

- (a) the named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle.

### **Exclusions**

This coverage does not apply to personal injury sustained by:

- (a) the named insured or relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Automobile Insurance Reparations Act is not in effect;
- (b) any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Automobile Insurance Reparations Act is not in effect;
- (c) the named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Automobile Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Automobile Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) any person while occupying a motorcycle;
- (f) any person who intentionally causes his own personal injury;
- (g) any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or

- (a) hold in trust, for the benefit of the Company, all rights of recovery which he shall have for personal injury under Section 673(2) of the New York Insurance Law;
- (b) do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under Section 673(2) of the New York Insurance Law except:

- (a) with the written consent of the Company, or
- (b) with approval of the court, or
- (c) where the amount of the settlement exceeds \$50,000.

**Other Coverage.** Where more than one source of first party benefits required by Article XVIII of the New York Insurance Law and Article VI or VIII of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first party automobile or no-fault automobile insurance coverage issued in compliance with the laws of another state. If the eligible injured person is entitled to benefits under any such mandatory first-party automobile or no-fault automobile insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first party or no-fault automobile insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000 limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

## Section II

**Excess Coverage.** If automobile medical payments coverage or any disability coverages or uninsured motorist coverage are afforded under this policy, such coverages shall be excess insurance over any mandatory or additional personal injury protection benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other automobile no-fault insurance policy.

## Section III

**Constitutionality.** If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Automobile Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such Act or any amendment is deemed to be invalid or enforceable in whole or in part.

**OREGON**

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

**SECTION I**

**OREGON PERSONAL INJURY PROTECTION**

The Company will pay Oregon Personal Injury Protection benefits for:

- (a) **medical and hospital expenses,**
- (b) **income continuation expenses,**
- (c) **loss of services expenses and**
- (d) **funeral expenses**

incurred with respect to **bodily injury** sustained by an **injured person** and caused by an accident arising out of the ownership, maintenance or use of a **motor vehicle** as a **motor vehicle**.

**Exclusions**

This insurance does not apply:

- (a) to **bodily injury** sustained by any person
  - (1) who intentionally causes injury to himself; or
  - (2) while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;
- (b) to **income continuation expenses** and **loss of services expenses** with respect to **bodily injury** sustained by any **pedestrian**, other than the **named insured** or any **relative**, in an accident which occurs outside the State of Oregon;
- (c) 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;
- (d) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (e) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** any **motor vehicle** owned by the **named insured** or furnished for the **named insured's** regular use and not insured for Oregon Personal Injury Protection benefits;
- (f) to **bodily injury** sustained by a **relative** while **occupying** any **motor vehicle** owned by such **relative** or furnished for the **relative's** regular use and not insured for Oregon Personal Injury Protection benefits.

**Definitions**

When used in reference to this insurance:

**"motor vehicle"** means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

**"bodily injury"** means bodily injury, sickness or disease, including death at any time resulting therefrom;

**"funeral expenses"** means reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident;

**"income continuation expenses"** means 70% of the **injured person's** loss of income from work during a period of disability caused by **bodily injury** sustained by such person in the accident; provided that,

- (1) such person was usually engaged in a remunerative occupation at the time of the accident,
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation or upon the expiration of not more than 52 weeks from the commencement of such disability, whichever occurs first;

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 32

- (b) Any **injured person** who has received benefits and who makes a claim or institutes legal action against any person or organization legally responsible for the **bodily injury** shall give notice of such claim or action to the Company by personal service or by registered or certified mail.
2. **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 endorsement.
3. **Medical Reports; Proof 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, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **injured person** shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.
- The **injured person**, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the **injured person**, as a condition for receiving **income continuation expenses**, cooperate in furnishing the Company reasonable medical proof of his inability to work.
4. **Reimbursement and Trust Agreement.** In the event of payment to any person of any benefits under this endorsement:
- (a) The Company shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
  - (b) The Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the **injured person** against any person or organization legally responsible for the accident, to the extent benefits were paid, less the Company's share of expenses, costs and attorney fees incurred by the **injured person** in connection with such recovery.
  - (c) The **injured person** shall hold in trust for the benefit of the Company all his rights of recovery to the extent of benefits furnished.
  - (d) The **injured person** shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (e) If requested in writing by the Company, the **injured person** shall take, through any representative, not in conflict in interest with him designated by the Company, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the **injured person** but only to the extent of benefits furnished by the Company. In the event of recovery the Company shall also be reimbursed out of such recovery for the **injured person's** share of expenses, costs and attorney's fees incurred by the Company in connection with the recovery;
  - (f) The **injured person** shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of the **injured person** and the Company as established by this provision;
5. **Arbitration.** If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.
6. **Other Insurance**
- The insurance afforded under this endorsement shall be excess for:
- (a) **bodily injury** sustained by any **pedestrian**, other than the **named insured** or any **relative**, to the extent that amounts are paid or payable to or on behalf of such **pedestrian** under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits, gratuitous benefits or Oregon Personal Injury Protection Benefits.
  - (b) **bodily injury** sustained by the **named insured** or any **relative** while **occupying** any **motor vehicle**, other than the **insured motor vehicle**, with respect to which Oregon Personal Injury Protection benefits are in effect.

## SECTION II

It is further agreed that any Automobile Medical Payments or Automobile Medical Expense afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **injured person**.

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

## **AUTOMOBILE PERSONAL INJURY PROTECTION**

### **OREGON**

It is agreed that, except as used in the first paragraph of the Insuring Agreement, the term "named insured" is deleted and replaced by the term "insured" wherever the term appears in the Automobile Personal Injury Protection Endorsement.

**Additional Definition.** When used in reference to such insurance: "insured" means an individual who is furnished a **private passenger automobile** for his regular use by the organization named in Item 1 of the Declarations.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy.

**The Aetna Casualty and Surety Company**  
**The Standard Fire Insurance Company**  
Hartford, Connecticut 06115

**ENDORSEMENT NO. 33**

EC

**BASIC PERSONAL INJURY PROTECTION ENDORSEMENT  
(Pennsylvania)**

This endorsement is subject to all the provisions of the policy except as modified herein:

**SECTION I**

**PERSONAL INJURY PROTECTION COVERAGE**

In accordance with the Pennsylvania No-Fault Motor Vehicle Insurance Act, the Company will pay any or all personal injury protection benefits for:

- (a) **medical expenses,**
- (b) **work loss,**
- (c) **replacement services loss,**
- (d) **funeral expenses and**
- (e) **survivor's loss**

for **bodily injury** to an **eligible person** due to an accident resulting from the maintenance or use of a **motor vehicle** as a vehicle.

**EXCLUSIONS**

This coverage **DOES NOT APPLY** to **bodily injury** to:

**Other autos if not insured under this policy.**

**Relatives who don't have their own autos insured.**

**Relatives who have their own auto insurance.**

**Persons covered by their own auto insurance.**

**Riding in employer's vehicle.**

**Repair, servicing, etc.**

**Loading and unloading.**

**Motorcycles.**

**Car thieves.**

**Pedestrians in other states.**

**Parked camper vehicles, etc.**

**War, riot, etc.**

**Nuclear.**

**Intentional injury.**

- (a) the **named insured** or any **relative** resulting from the maintenance or use of **named insured's motor vehicle** which is **NOT** an **insured motor vehicle**;
- (b) any **relative** resulting from maintenance or use of his **motor vehicle** which does not meet requirements of the Pennsylvania No-Fault Motor Vehicle Insurance Act;
- (c) any **relative** entitled to Pennsylvania personal injury protection coverage as a **self-insured** or as a **named insured** in another insurance policy;
- (d) any person, except the **named insured** or any **relative**, if entitled to Pennsylvania personal injury protection coverage as a **self-insured** or as a **named insured** or **relative** in another insurance policy;
- (e) the **named insured** or any **relative** while **occupying** his employer's **motor vehicle** other than the **insured motor vehicle**, for which security is furnished under the Pennsylvania No-Fault Motor Vehicle Insurance Act;
- (f) any person resulting from the conduct of the business of repairing, servicing, or otherwise maintaining **motor vehicles** unless the conduct occurs off the business premises;
- (g) any person loading or unloading any **motor vehicle** except while **occupying** a **motor vehicle**;
- (h) any person while **occupying** a motorcycle;
- (i) any person other than the **named insured** or any **relative**, while maintaining or using a **motor vehicle** without reasonable belief that he is legally entitled to do so; nor shall **survivor's loss** benefits be payable to him or his **survivor(s)**;
- (j) any pedestrian other than the **named insured** or any **relative**, if the accident occurred outside the Commonwealth of Pennsylvania;
- (k) any person while maintaining or using a **motor vehicle** while located for use at a residence or premises;
- (l) any person due to war, whether or not declared, civil war, insurrection, revolution, rebellion or any accompanying acts or conditions;
- (m) any person caused by nuclear radioactivity or explosion; and
- (n) any person who intentionally injures himself or another; nor shall **survivor's loss** benefits be payable to such person or his **survivor(s)**.

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 34



## DEFINITIONS

Wherever "he", "his", "him" or "himself" appears in this endorsement you may substitute "she", "her" or "herself".

**"bodily injury" or "injury"** means accidental bodily harm and resulting illness, disease or death;

**"eligible person"** means

- (a) the **named insured** or any **relative** who sustains **injury** while **occupying**, or as a pedestrian struck by, any **motor vehicle**;
- (b) any other person who sustains **injury**
  - (1) while **occupying**, or as a pedestrian struck by, the **insured motor vehicle**; or
  - (2) while **occupying** a **motor vehicle** not owned by, but operated by the **named insured** or **relative**, other than a public or livery conveyance, if the **bodily injury** results from the operation of the **motor vehicle** by the **named insured** or **relative**

**"funeral expenses"** means reasonable expenses directly related to funeral, burial, cremation or other disposition of the remains of the deceased **eligible person**;

**"insured motor vehicle"** means a **motor vehicle**

- (a) to which the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged and
- (b) for which the **named insured** maintains security as required under the Pennsylvania No-Fault Motor Vehicle Insurance Act;

**"loss of income"** means gross income actually lost by an **eligible person**, or that would have been lost had it not been for an income continuation plan, reduced by

- (a) 80% of any income he earns from substitute work,
- (b) income he would have earned in available substitute work he was capable of doing but unreasonably failed to undertake, or
- (c) any self-employment income reasonably obtainable by employing an available substitute;

**"medical expenses"** means reasonable charges incurred for necessary products, services and accommodations for

- (a) professional medical treatment and care; this includes, but is not limited to,
  - (1) medical and dental services;
  - (2) prosthetic devices;
  - (3) ambulance;
  - (4) hospital and professional nursing services for diagnosis, care and recovery however, it does not include charges in excess of those for a semi-private room unless more intensive care is medically required; and
  - (5) all reasonable expenses for any remedial religious treatment and care provided by a recognized religious or licensed method of healing;
- (b) emergency health services; these are services necessary to treat **bodily injury** immediately following the accident; these include, but are not limited to,
  - (1) communications and
  - (2) transportation and treatment by medical and paramedical personnel;such services must be supplied or provided by any person accredited or certified by an emergency health services system which may be either a public or private entity; and
- (c) medical and vocational rehabilitation services; these are services necessary to reduce disability and to restore the physical, psychological, social and vocational functioning of an **eligible person**; these include, but are not limited to,
  - (1) medical care,
  - (2) diagnostic and evaluation procedures,

(2) diagnostic and evaluation procedures,

- (3) physical and occupational therapy and other therapies,
- (4) speech pathology and audiology,
- (5) optometric services,
- (6) nursing care under the supervision of a registered nurse,
- (7) medical social services,
- (8) vocational rehabilitation and training services,
- (9) occupational licenses and tools and
- (10) transportation where necessary to secure medical and vocational rehabilitation services;

all services must be provided by a facility approved by the Department of Health, the equivalent governmental agency responsible for health programs or the accrediting designee of a department or agency of the state in which those services are provided

**"motor vehicle"** means any vehicle of a kind required to be registered under the Pennsylvania Vehicle Code;

**"named insured"** means the person or organization named in the declarations;

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

**"relative"** means the spouse and any person related to the **named insured** by blood marriage or adoption, including a minor in the custody of the **named insured**, spouse or such related person, resident in the same household as the **named insured**, whether or not temporarily residing elsewhere;

**"replacement services loss"** means expenses reasonably incurred during the **eligible person's** lifetime, in obtaining ordinary and necessary services replacing those that (had he not been injured) he would have performed, without pay or profit, for the benefit of himself and his family;

**"survivor"** means

- (a) a spouse, or
- (b) any of the following dependent upon the deceased for support at the time of death of the **eligible person** resulting from **bodily injury**: child, parent, brother, sister or relative;

**"survivor's loss"** means

- (a) **loss of income** which would probably have been contributed to the **survivor(s)**, if the **eligible person** had not sustained fatal **injury**, and
- (b) expenses reasonably incurred by the **survivor(s)**, after an **eligible person** dies as a result of **bodily injury** in obtaining ordinary and necessary services replacing those that the **eligible person** would have performed (had he not been fatally injured) without pay or profit, for their benefit,

reduced by expenses the **survivor(s)** would probably avoid by reason of the **eligible person's** death from injury;

**"work loss"** means

- (a) **loss of income** during the lifetime of an **eligible person** as computed under the Pennsylvania No-Fault Motor Vehicle Insurance Act, and
- (b) reasonable expenses incurred during the lifetime of a self-employed **eligible person** for hiring
  - (1) special help, thereby enabling the **eligible person** to work, or
  - (2) a substitute,thus reducing **loss of income**.

#### **POLICY PERIOD; TERRITORY**

This coverage applies only to accidents which occur on or after July 19, 1975 during the policy period and within the United States of America, its territories and possessions or Canada

## LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or plans of self-insurance applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** to any one **eligible person** in any one **motor vehicle** accident is limited as follows:

- (1) the maximum amount payable for **work loss** shall not exceed \$15,000, limited to a monthly maximum of
  - (a) \$1000 multiplied by the average per capita income in Pennsylvania divided by the average per capita income in the United States shown in the latest available U.S. Department of Commerce figures; or
  - (b) actual monthly earnings under \$1000, if the **named insured** voluntarily agrees in writing with the Company, prior to the accident involving **injury**, that such earnings shall measure the maximum amount of **work loss** payable to the **named insured** by the Company;
- (2) the maximum amount payable for **replacement services loss** is \$25 daily for an aggregate period of one year;
- (3) the maximum amount payable for **funeral expenses** shall not exceed \$1,500;
- (4) the maximum amount payable for **survivor's loss** shall not exceed \$5,000.

## ANY AMOUNT PAYABLE BY THE COMPANY UNDER THE TERMS OF THIS COVERAGE SHALL BE REDUCED BY:

Certain government benefits.

- (a) all benefits or advantages, less reasonably incurred collection costs, that an **eligible person** receives or is entitled to receive under the laws of any state or the federal government providing social security, workmen's compensation, any state-required benefits, and all other benefits received or available from any government (except life insurance payments);

benefits provided under Title XIX of the Social Security Act and those medicare benefits related to a person's use of his "life-time reserve" of benefit days shall not reduce the amount payable;

benefits excess or secondary by law to the benefits provided by this coverage shall not reduce the amount payable;

the amount payable under this coverage shall not be reduced by the above benefits if these have not been paid or provided before the overdue date under this coverage or before the no-fault claim is paid; in the event of payment, the Company shall then be entitled to reimbursement from the person obligated to provide these benefits or the **eligible person** who actually receives them;

Income tax saving.

- (b) any income tax saving resulting from benefits or advantages received for **loss of income** under this coverage or any source of benefits under paragraph (a) above which are non-taxable;

such reduction may not exceed 20% of **loss of income**; the Company shall reasonably determine an appropriate reduction based on a lesser income tax advantage;

Deductible amounts.

- (c) any applicable deductible shown in the Schedule, but only with respect to **bodily injury** to the **named insured** or any **relative**;

Waiting periods.

- (d) the amount of **work loss** incurred during any applicable waiting period shown in the Schedule, but only with respect to **bodily injury** to the **named insured** or any **relative**.

## CONDITIONS

- A. **Action Against Company.** No action shall lie against the Company on the part of any **eligible person** unless such person has fully complied with all the terms of this coverage.
- B. **Notice.** If an accident occurs, written notice adequately identifying the **eligible person** and reasonably accessible facts concerning the time, place and circumstances of the accident shall be given as soon as practicable by or on behalf of each **eligible person** to the Company or any of its authorized agents.

- C. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible person, survivor** or the representative of either shall give the Company written proof of claim, under oath if required, fully describing the nature and extent of **bodily injury**, treatment and rehabilitation received and contemplated and other information to assist the Company in determining the amount due and payable.

Proof of claim shall be made upon forms furnished by the Company unless the Company fails to supply such forms within 15 days after receiving notice of claim.

The **eligible person** shall submit to mental and physical examinations by physicians selected by the Company when and as often as the Company may reasonably require. The Company will pay the costs of such examinations.

The **eligible person** (or, in the event of such person's incapacity or death, his legal representative) shall, if the Company requests, sign papers to enable the Company to obtain medical reports and copies of records. A copy of such medical report will be forwarded to such **eligible person** upon his written request.

If benefits for **loss of income** are claimed, the **eligible person** presenting such claim shall authorize the Company to obtain details of all earnings paid to him by an employer or earned by him since the time of the **injury** or during the year immediately preceding the date of the accident.

- D. **Overdue Benefits Payments.** No-fault benefits are overdue if not paid to the **eligible person** or supplier or provider of the products, services and accommodations within 30 days after the Company receives reasonable proof of and the amount of loss. If reasonable proof of only part of a claim is supplied and the part amounts to \$100.00 or more, benefits for such part are also subject to this provision. Interest on overdue payments is at a rate of 18% per annum. If the Company chooses to accumulate the bills and pay them on a monthly basis, the first payment must be made within 46 days after the Company receives reasonable proof and the amount of loss.

If medical products, services and accommodations have been provided to the **eligible person** and the Company believes in good faith that the unpaid portion of the costs or charges for these will be paid within a reasonable time through government program such as Medicare or Medicaid, the Company shall not be required to pay any interest or penalty applicable to overdue payments.

- E. **Subrogation.** Subject to the applicable limitations in the Pennsylvania No-Fault Motor Vehicle Insurance Act, if any payment is made under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit these payments were made, to the extent of amounts paid. The person shall execute and deliver instruments and papers and do whatever else is necessary to secure these rights and shall do nothing after loss to prejudice such rights. The Company, however, shall not make unreasonable demands on the insured.

- F. **Reimbursement Agreement.** Subject to any applicable limitations in the Pennsylvania No-Fault Motor Vehicle Insurance Act, if any payment is made to any **eligible person** under this coverage:

1. the Company shall be entitled, to the extent of its payment, to the amount of any settlement or judgment in favor of such person, less the total amount of all economic losses for which such person was not compensated by insurance or similar benefits, resulting from the exercise of rights of such person against any person or organization legally responsible for the **bodily injury** for which payment was made;

the Company shall have a lien to the extent of this net amount; a notice of lien may be given to the person or organization held responsible for **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;

2. such person shall hold in trust for the Company all rights of recovery for **bodily injury** which he shall have against the other person or organization;
3. such person shall properly secure and do nothing after loss to prejudice such rights; and

4. such person shall execute and deliver to the Company instruments and papers appropriate to secure the rights of such person and the Company established by this provision.
- G. **Indemnity.** The Company has the right of indemnity against any person who has converted a **motor vehicle** involved in an accident, or against a person who has intentionally injured himself or another person, for no-fault benefits paid for
  1. the loss caused by the conduct of that person,
  2. the cost of processing the claims for such benefits and
  3. the cost of enforcing this right of indemnity (including reasonable attorney's fees).
- H. **Non-Duplication of Benefits; Other Insurance.** No **eligible person** shall recover duplicate benefits for the same elements of loss under this or any other similar automobile insurance including self-insurance. If the **eligible person** has such other insurance applicable to the accident, the maximum recovery shall not exceed the amount payable under the insurance or self-insurance providing the highest dollar limit.

In no case shall the Company be liable for a greater proportion of any loss than this policy's limit of liability bears to the sum of all limits of liability of all applicable insurance and self-insurance.
- I. **Applicable Law.** Regardless of any other provisions of this endorsement, the personal injury protection coverage available to an **eligible person** or any **survivor(s)** of a deceased **eligible person** shall be in accordance with the Pennsylvania No-Fault Motor Vehicle Insurance Act.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

No-fault benefits to be subtracted from Uninsured Motorists coverage.

Medical Payments or Medical Expense coverage to be deleted.

- (a) any Protection Against Uninsured Motorists Coverage payable shall be reduced by the amount of any personal injury protection benefits paid or payable, or which would be paid or payable except for a deductible under this or any other motor vehicle insurance policy, for **bodily injury** to an **eligible person**;
- (a) any Automobile Medical Payments Coverage or Automobile Medical Expense Coverage afforded under this policy is deleted with respect to a **motor vehicle** on which coverage is provided under this endorsement.

## SECTION III

**Constitutionality Clause.** The premiums for and the coverage of this policy conform to the Pennsylvania No-Fault Motor Vehicle Insurance Act. If a court of competent jurisdiction declares or its judgment effectively renders, provisions of this Act invalid or unenforceable in whole or in part, the Company may recompute the premium payable and void or revise the terms of this endorsement. However, the Company shall effect such changes only upon such approval of the Pennsylvania Insurance Commissioner as is required under the Pennsylvania Insurance Law. If the Company fails to act within a reasonable time, appropriate adjustments that are fair and reasonable under the circumstances may be directed by the Commissioner.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NOTICE OF CANCELLATION

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF THIS INSURANCE WHICH ADVERSELY AFFECTS THE INTEREST OF THE UNITED STATES GOVERNMENT, SUCH CHANGE OR CANCELLATION SHALL NOT BECOME EFFECTIVE PRIOR TO FURNISHING COMMANDER, DCASD, MILWAUKEE, ATTENTION: A.C.O., SUCH NOTICE OF CHANGE OR CANCELLATION.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	Policy No.	Endorsement No.	35
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

SPECIAL NO. 35

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)

**AMENDATORY ENDORSEMENT  
CANCELLATION AND NONRENEWAL PROVISIONS**

It is agreed that:

- A. The provisions in the policy relating to cancellation are replaced by the following:

**CANCELLATION BY INSURED**

This policy may be cancelled at any time at the request of the insured named in Item 1 of the Declarations.

**CANCELLATION BY COMPANY**

Subject to the Limitation On The Right Of Cancellation By The Company as provided below, this policy may be cancelled by the Company by mailing to the insured named in Item 1 of the Declarations at the address shown in this policy, written notice stating when, not less than thirty (30) days after the mailing date, such cancellation shall be effective, except that if the insured fails to discharge, within the time allotted by the Company, any of his obligations in connection with the payment of any premium for this policy, or if there is the occurrence of incendiarism on the part of any insured, such effective date of cancellation shall not be less than ten (10) days after the mailing date of such notice.

**COMPUTATION OF EARNED PREMIUM**

If the insured cancels this policy, earned premium shall be computed in accordance with the customary short rate table and procedure and the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the earned premium for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment and refund of any excess of paid premium above the earned premium for the expired time may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

- B. The following provisions are added to the policy:

**POLICY PERIOD**

If this policy is written for a term of more than one year or without a fixed expiration date, it shall, for purposes of these added provisions, be considered as if written for successive policy periods of one year.

**LIMITATION ON THE RIGHT OF CANCELLATION BY THE COMPANY**

After this policy has been in effect for sixty (60) days, or, if this policy is a renewal, effective immediately, the Company shall not exercise its right to cancel this policy unless such cancellation is based on:

1. the failure of the insured to discharge, within the time allotted by the Company, any of his obligations in connection with the payment of any premium for this policy, or
2. the occurrence, after the effective date of this policy, of one or more of the following:
  - (a) Incendiarism on the part of any insured.
  - (b) A substantial change in the risk assumed by the Company.

**NONRENEWAL BY THE COMPANY**

If the Company elects not to renew this policy, or to condition its renewal upon a reduction in amount of insurance or limits of liability or the elimination of coverage, it shall mail to the insured named in Item 1 of the Declarations, at the address shown in this policy, written notice of such election not less than forty-five (45) days prior to the effective date of such nonrenewal, provided that, notwithstanding the failure of the Company to comply with the foregoing provisions of this paragraph, the policy shall terminate on its expiration date

- (a) if the insured has failed to discharge, within the time allotted by the Company, any of his obligations in connection with the payment of any premium for this policy, or
- (b) if the Company has by any means manifested to the insured or his representative its willingness to renew the policy.

**NOTICE OF CANCELLATION OR ELECTION NOT TO RENEW**

The mailing of any notice of cancellation or election not to renew as required herein shall be sufficient proof of notice. Delivery of any such notice shall be equivalent to mailing.

Any notice of cancellation or election not to renew required of the Company shall state or be accompanied by a statement of the reasons for such cancellation or election not to renew.

**ENDORSEMENT NO. 36**

This endorsement forms a part of the policy to which attached effective on the inception date of the policy.

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

ALL LIABILITY INSURANCE, OTHER THAN COMPREHENSIVE PERSONAL  
AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

### SINGLE LIMIT

It is agreed that with respect to the insurance indicated below by ☒ :

1. The total limit of the company's liability for all damages as the result of any one occurrence is the amount stated below as applicable to "each occurrence." Insuring Agreement III, Limits of Liability is amended accordingly.
2. Any aggregate limit of liability, the amount of which is specifically stated below or in the declarations, shall nevertheless continue to apply in accordance with all the terms of the policy applicable thereto.

#### COVERAGES

- ☒ All Liability Insurance
- ☐ Comprehensive Automobile Liability Insurance
- ☐ Comprehensive General Liability Insurance

#### LIMITS OF LIABILITY

\$ 1,000,000 each occurrence

\$ 1,000,000 aggregate

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective

Policy No.

Endorsement No. 37

Named Insured

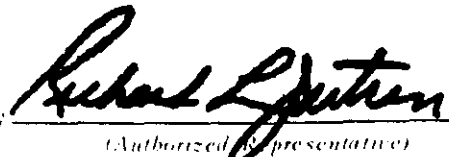
Additional Premium \$

Return Premium \$

In Adv. \$ \$  
1st Anniv. \$ \$  
2nd Anniv. \$ \$

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

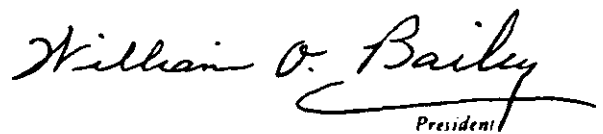
Countersigned by

  
(Authorized Representative)



In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.

  
Secretary

  
President

It is agreed that this policy is amended as indicated in the completed section(s) of this endorsement.

Hartford, Connecticut 06115

This endorsement forms a part of the policy to which it is attached, effective on the inception date of the policy unless otherwise stated herein.

Named Insured: <b>NATIONAL PRESTO INDUSTRIES, INC.</b>	Effective Date of Change <b>4/28/78 &amp; 5/5/78</b>	Policy No. <b>37 AL 192820 SRA</b>
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**SECTION 1—ELIMINATE CAR(S)**—The insurance terminates on the automobile(s): described in the policy, as car(s) No. See Below

**SECTION 2—ADD CAR(S)**—The insurance applies on the following described automobile(s):

C A R (S)	1	Rating Class, Year, Trade Name, Body Type, Identification No., Model, Horse Power, Symbol												
		<b>The following 1977 Theurer Trailers are deleted from coverage on the dates indicated:</b> <b>Effective April 28, 1978 - Units #6781, 6782, 6784, 6788, 6790, 6795, 6796 &amp; 6799.</b> <b>Effective May 5, 1978 - Units #6785 &amp; 6792.</b>												
COMMER. USE ONLY	CAR(S)	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U

**SECTION 3—DRIVER INFORMATION**—Private Passenger Automobile(s) Only

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX M F	STUDENT AWAY Y N	MARRIED Y N	DR. TRAIN. Y N	GOOD STUDENT Y N	YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
								1	2	
Add										
Elim.										

**SECTION 4—OTHER AMENDMENTS**—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)

Rating Classification is changed to	Address of Named Insured is changed to
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**SECTION 5—COVERAGE and LIMITS CHANGES** (Applies to all cars unless otherwise indicated)

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				PREMIUM Additional or Return Premium under Sections 1, 2, 4 or 5				
I	E	A	COVERAGES	LIMITS OF LIABILITY	Car 1		Car 2	
					Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	Actual Cash Value less	\$	\$	\$	\$
				\$ Car 1 } deductible \$ Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

**SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT** (not applicable in Texas)

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned <b>SUBJECT TO AUDIT</b>
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by

*[Signature]*

FROM

MINTON-JEATRAN ASSOCIATES

P. O. BOX 1125

715 SOUTH BARSTOW STREET  
EAU CLAIRE, WISCONSIN 54701

SUBJECT:

DATE:

FOLD

Dear Mr. [Name]:  
I am writing to you regarding the [Subject].  
I have received your letter of [Date] and am pleased to hear from you.  
I am currently working on the [Subject] and will have a report ready for you by [Date].  
I am sure you will find the information helpful.

Thank you for your interest in this matter. I am sure you will find the information helpful.

RETURN TO

SIGNED

*Randy Jeatran*

REPLY

DATE:

SIGNED

FORM AVAILABLE FROM GRAYARC CO., INC.  
882 THIRD AVE., BKLYN, N. Y. 11232

PERSON ADDRESSED RETURN THIS COPY TO SENDER

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT THE POLICY IS AMENDED TO INCLUDE THE FOLLOWING AUTOMOBILE SCHEDULE:

ALL SHORT-TERM LEASED TRACTORS & TRAILERS

COST TO BE DETERMINED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective	3-1-78	Policy No.	37 AL 192820 SRA	Endorsement No.	38
Named Insured	NATIONAL PRESTO IND., INC.				
Additional Premium \$	3000	Return Premium \$		BI	PD
				In Advance \$	\$
				1st Anniv. \$	\$
				2nd Anniv. \$	\$

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)



## AUTOMOBILE SCHEDULE

POLICY NO. 32 AL OFFICE CODE - SYMBOL - SER. 1900 TRA SUFFIX: 1 PAGE NO. 1

Description of Hazards:

Owned Automobile (Liability), Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

VEHICLE INFORMATION				RATING INFORMATION				PREMIUMS					
ENTRY NO.	YR. OF MOD.	TRADE NAME	BODY TYPE & MODEL	STATE	TERR.	DED. COMP.	DED. COLL.	BI LIABILITY	PD LIABILITY	MED. PAYMT.	UN. MTRST.	**	
INS'D. VEH. NO.	PURCH. MO. YR.	TOWN & STATE WHERE PRINCIPALLY GARAGED		CLASS CODE	RATE COMP. FIRE	THEFT**		BASIC NO FAULT	ADDITIONAL NO FAULT	COMBINED ADD'L. COV.		TOWING †	
ORIGINAL COST NEW	IDENTIFICATION NUMBER		STATE EXCP. CODE	PIP RAT. BASIS	RESID. RAT. BASIS	C'MeRP	VALUE OF VEH. IF OTHER THAN ACV*	FIRE	THEFT	COMP.	COLL.		
		ALL SHORT-TERM LEASED TRACTORS & TRAILERS COST TO BE DETERMINED, RATES PER \$100 COST											
		TRACTORS			RATES BI P 5.47 E 1.72	PD P 3.65 E 1.16		P 1368 E 431.92	P 912 E 287.94				
		T.M.C. \$12.00 per \$100 cost											
		TRAILERS			BI P 7.75 E 2.45	PD 5.17 1.63		DEPOSIT INCLUDE ABOVE					
		Total \$17.00 per \$100 cost											
		SURCHARGE					MAIF	BI .04	PD .04				
							ZJ	.04	.02				
If Physical Damage is indicated in the Declarations as "Fleet Automatic," coverage is afforded as follows for newly acquired vehicles (other than replacements):													
FOR FLEET AUTOMATIC Maximum Limit of Liability for Physical Damage. Any one covered automobile. \$ _____ All covered automobiles at any one location. \$ _____ All covered automobiles. \$ _____								† Entry of one or more of the following code numbers indicates the coverages applicable to any newly acquired vehicle: (other than replacements) 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. Excluding, under Collision Coverage, any vehicle not having an Actual Cash Value of at least \$500. 6. Excluding vehicles leased short term to the named insured.				Report of Changes shall be submitted: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	
*Value of Vehicle is Actual Cash Value: (a) For Collision; (b) As respect newly acquired vehicles and (c) For other Coverages unless otherwise indicated.								**Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded. † \$25 per disablement.				Rating Information: COMPOSITE RATE	(CC-1035) Ed. 7-75 CAT. 388645 PRINTED IN U.S.A.

Named Insured: <b>National Presto Industries, Inc.</b>	Effective Date of Change <b>1/1/79</b>	Policy No. <b>37 AL 192820 SRA</b>
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SECTION 1—ELIMINATE CAR(S)—The insurance terminates on the automobile(s) described in the policy as car(s) No 12-1975 Ford F100 1/2 T. Pickup #F10GPW00778 and #14-1977 Ford F100 1/2 T. Pickup #F10BPO80274.

C A R (S)	Rating Class, Year, Trade Name, Body Type, Identification No., Model, Horse Power, Symbol													
1														
2														
COMMER. USE ONLY	<table border="1"> <tr> <td>1</td> <td>2</td> <td>Entry No.</td> <td>Radius of Use Within</td> <td>50 Miles</td> <td>150 Miles</td> <td>300 Miles</td> <td>Over 300 Miles</td> <td>Actual Cost</td> <td>New Cost</td> <td>Purchased Mo. &amp; Yr.</td> <td>N</td> <td>U</td> </tr> </table>	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U
1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U		

SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX M F	STUDENT AWAY Y N	MARRIED Y N	DR. TRAIN. Y N	GOOD STUDENT Y N	YRS. LIC.	% OF USE CAR NO		DR. LIC. NO. (if required)
								1	2	
Add										
Elim.										

SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)

Rating Classification is changed to	Address of Named Insured is changed to
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SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				PREMIUM				
				Additional or Return Premium under Sections 1, 2, 4 or 5				
				Car 1		Car 2		
I	E	A	COVERAGES	LIMITS OF LIABILITY	Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	Actual Cash Value less Car 1 } deductible Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by Richard L. Fenton

Named Insured: <b>National Presto Industries, Inc.</b>	Effective Date of Change <b>2-22-79</b>	Policy No. <b>37AL192820 SRA</b>
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SECTION 1—ELIMINATE CAR(S)—The insurance terminates on the automobile(s) described in the policy as car(s) No. #23-1971 Dodge S/W #D146K1D301034 and #25-1973 Ford F100 1/2 T. Truck #F10AKR51570

SECTION 2—ADD CAR(S)—The insurance applies on the following described automobile(s):

CAR(S)	Rating Class	Year	Trade Name	Body Type	Identification No.	Model	Horse Power	Symbol
1								
2								

COMMER. USE ONLY	CAR(S)	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U
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SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX M F	STUDENT AWAY Y N	MARRIED Y N	DR. TRAIN. Y N	GOOD STUDENT Y N	YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
								1	2	
Add										
Elim.										

SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)

Rating Classification is changed to	Address of Named Insured is changed to
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SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)

As indicated by "X", a coverage is included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				PREMIUM Additional or Return Premium under Sections 1, 2, 4 or 5				
				Car 1		Car 2		
I	E	A	COVERAGES	LIMITS OF LIABILITY	Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	\$ Actual Cash Value less Car 1 } deductible Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)

CAR	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem.
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

SUBJECT TO AUDIT

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by

*Richard L. Fortney*

Named Insured: <b>National Presto Industries, Inc.</b>	Effective Date of Change <b>2-15-79</b>	Policy No. <b>37 AL 192820 SRA</b>
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**SECTION 1—ELIMINATE CAR(S)**—The insurance terminates on the automobile(s) described in the policy, as car(s) No. See Below:

**SECTION 2—ADD CAR(S)**—The insurance applies on the following described automobile(s):

C A R (S)	1	Rating Class	Year	Trade Name	Body Type	Identification No.	Model	Horse Power	Symbol
		<b>DELETE THE FOLLOWING:</b>							
				<b>#9-Unit</b>		<b>#72619-1977 Kenworth K100 S#254503K</b>		<b>#12-Unit</b>	<b>#72622-1977 Kenworth</b>
				<b>#10-Unit</b>		<b>#72620-1977 Kenworth K100 S#254504K</b>		<b>K100 S#254506K</b>	
				<b>#11-Unit</b>		<b>#72621-1977 Kenworth K100 S#254505K</b>			

COMMER. USE ONLY	C A R (S)	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U
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**SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only**

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX		STUDENT AWAY		MARRIED		DR. TRAIN.		GOOD STUDENT		YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
		M	F	Y	N	Y	N	Y	N	Y	N		1	2	
Add															
Elim.															

**SECTION 4—OTHER AMENDMENTS**—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)

Rating Classification is changed to	Address of Named Insured is changed to
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**SECTION 5—COVERAGE and LIMITS CHANGES** (Applies to all cars unless otherwise indicated)

**PREMIUM**

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				Additional or Return Premium under Sections 1, 2, 4 or 5				
				Car 1		Car 2		
I	E	A	COVERAGES	LIMITS OF LIABILITY	Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each { occurrence (FA Form) accident (CA or AL Form)	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each { occurrence (FA or AL Form) accident (CA Form)	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	Actual Cash Value less Car 1 } deductible Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

**SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT** (not applicable in Texas)

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

**SUBJECT TO AUDIT**

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by

*Richard L. Jett*



Named Insured: <b>NATIONAL PRESTO INDUSTRIES, INC.</b>	Effective Date of Change <b>12-30-78</b>	Policy No. <b>37 AL 192820 SRA</b>
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SECTION 1—ELIMINATE CAR(S)—The insurance terminates on the automobile(s) described in the policy, as car(s) No. See Below

SECTION 2—ADD CAR(S)—The insurance applies on the following described automobile(s):

Rating Class	Year	Trade Name	Body Type	Identification No.	Model	Horse Power	Symbol							
C A R (S)	1	The following "Long Haul" 1977 Theurer Trailers leased from Thriftway Leasing Company												
	2	are deleted from coverage effective 12/30/78: Units #6780, #6783, #6786, #6787, #6789, #6791, #6793, #6794, #6797, #6798.												
COMMER. USE ONLY	C A R (S)	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U

SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX		STUDENT AWAY		MARRIED		DR. TRAIN.		GOOD STUDENT		YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
		M	F	Y	N	Y	N	Y	N	Y	N		1	2	
Add															
Elim.															

SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name &amp; address of lienholder &amp; due date of final payment)

Rating Classification is changed to Address of Named Insured is changed to

SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)

PREMIUM

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				Additional or Return Premium under Sections 1, 2, 4 or 5			
				Car 1		Car 2	
I	E	A	COVERAGES	LIMITS OF LIABILITY		Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}		\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}		\$	\$
			Medical Payments	dollars each person		\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated		\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated		\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated		\$	\$
			Collision	\$ Actual Cash Value less \$ Car 1 } deductible \$ Car 2 }		\$	\$
			Towing and Labor Costs	\$25 per disablement		\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident		\$	\$

SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

SUBJECT TO AUDIT

This endorsement forms a part of the policy to which attached,  
effective on the inception date of the policy unless otherwise stated herein.

Countersigned by



Named Insured: **NATIONAL PRESTO INDUSTRIES, INC.** Effective Date of Change: **10-23-78** Policy No.: **37 AL 192820 SRA**

**SECTION 1—ELIMINATE CAR(S)**—The insurance terminates on the automobile(s) described in the policy, as car(s) No. 17 on "Local" Fleet Schedule - 1976 Chevrolet 3/4 T, Short Van #CGL256U196126, garaged in Eau Claire, Wisconsin.

C A R (S)	1	Rating Class, Year, Trade Name, Body Type, Identification No., Model, Horse Power, Symbol									
2											

COMMER. USE ONLY	C A R (S)	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U

**SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only**

	NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX		STUDENT AWAY		MARRIED		DR. TRAIN.		GOOD STUDENT		YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
			M	F	Y	N	Y	N	Y	N	Y	N		1	2	
Add																
Elim.																

**SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)**

Rating Classification is changed to	Address of Named Insured is changed to

**SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)**

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				PREMIUM				
				Additional or Return Premium under Sections 1, 2, 4 or 5				
				Car 1		Car 2		
I	E	A	COVERAGES	LIMITS OF LIABILITY	Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	Actual Cash Value less Car 1 } deductible Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

**SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)**

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by

*Richard L. Matran*  
Richard L. Matran

TO

National Presto Industries, Inc.  
3925 North Hastings Way  
Eau Claire, WI 54701

MINTON-JEATRAN ASSOCIATES

P. O. BOX 1128  
715 SOUTH BARSTOW STREET  
EAU CLAIRE, WISCONSIN 54701

SUBJECT: Automobile "Local" Fleet Schedule  
Johnson Printing, Inc., location

DATE: 12/18/78

FOLD ↑

In accordance with your telephone conversation with Dick on December 7, 1978, we are enclosing an endorsement to your policy which deletes the 1976 Chevrolet 3/4 T. Short Van #CGL256U196126 located at Johnson Printing, Inc., effective 10/23/78. Johnson Graphics of Eau Claire Ltd, the new owner, insured this vehicle effective that date.

It was agreed between you and Dick that the monthly charge of \$61 for the Johnson Printing, Inc., vehicle be added to your invoice for the next two months. The return premium for the deletion of this vehicle will be reflected in the audit at the end of the policy period. Please call if you have any question. SIGNED *Nancy Engebretson*

PLEASE REPLY TO

Enc.

Nancy Engebretson

REPLY

*file w/ Policy*

DATE:

SIGNED

FORM AVAILABLE FROM GRAYARC CO. INC.  
882 THIRD AVE. BKLYN, N. Y. 11232

THIS COPY FOR PERSON ADDRESSED

Named Insured: <b>NATIONAL PRESTO INDUSTRIES, INC.</b>	Effective Date of Change <b>11-30-78</b>	Policy No. <b>37 AL 192820 SRA</b>
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**SECTION 1—ELIMINATE CAR(S)**—The insurance terminates on the automobile(s) described in the policy as car(s) No. 26 on "Local" Fleet Schedule - 1960 Lukin Van Trailer #1KV16-15558 garaged at Abilene, Texas.

**SECTION 2—ADD CAR(S)**—The insurance applies on the following described automobile(s):

Rating Class	Year	Trade Name	Body Type	Identification No.	Model	Horse Power	Symbol
1							
2							

COMMER. USE ONLY	CAR(S)	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U

**SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only**

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX	STUDENT AWAY		MARRIED	DR. TRAIN.	GOOD STUDENT	YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)	
			M	F					Y	N		Y
Add												
Elim.												

**SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)**

Rating Classification is changed to	Address of Named Insured is changed to
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**SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)**

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				PREMIUM				
				Additional or Return Premium under Sections 1, 2, 4 or 5				
				Car 1		Car 2		
I	E	A	COVERAGES	LIMITS OF LIABILITY	Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each { occurrence (FA Form) accident (CA or AL Form)	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each { occurrence (FA or AL Form) accident (CA Form)	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	Actual Cash Value less Car 1 } deductible Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

**SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)**

CAR	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem.
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

**\$SUBJECT TO AUDIT**

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by

*Richard L. [Signature]*

Named Insured: <b>NATIONAL PRESTO INDUSTRIES, INC.</b>	Effective Date of Change <b>6-17-78</b>	Policy No. <b>37 AL 192820 SRA</b>
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**SECTION 1—ELIMINATE CAR(S)**—The insurance terminates on the automobile(s) described in the policy, as car(s) No. **22**, - **1973 GMC Model DH 9500 Tractor, 1#TDH92AV548749**

**SECTION 2—ADD CAR(S)**—The insurance applies on the following described automobile(s):

Rating Class	Year	Trade Name	Body Type	Identification No.	Model	Horse Power	Symbol
<b>1</b>		<b>Tractor</b>					
<b>2</b>		<b>1974 IHC/Model CO4070 Chassis or Serial #20049; Vehicle #42606, GVW 17,000</b>					
		<b>Leased from United Truck Leasing, Inc.</b>					
		<b>Garaged at Canton Sales &amp; Storage Company, Canton, Mississippi</b>					

COMMER. USE ONLY	<b>1</b>	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	12,176	Purchased Mo. & Yr.	N	U	<b>X</b>
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**SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only**

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX M F	STUDENT AWAY Y N	MARRIED Y N	DR. TRAIN. Y N	GOOD STUDENT Y N	YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
								1	2	
Add										
Elim.										

**SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)**

Rating Classification is changed to	Address of Named Insured is changed to
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**SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)****PREMIUM**

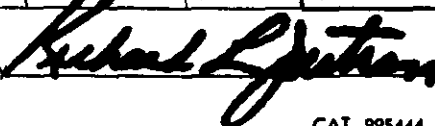
As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				Additional or Return Premium under Sections 1, 2, 4 or 5				
				Car 1		Car 2		
I	E	A	COVERAGES	LIMITS OF LIABILITY	Add'l	Return	Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}	\$	\$	\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}	\$	\$	\$	\$
			Medical Payments	dollars each person	\$	\$	\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated	\$	\$	\$	\$
			Collision	Actual Cash Value less Car 1 } deductible Car 2 }	\$	\$	\$	\$
			Towing and Labor Costs	\$25 per disablement	\$	\$	\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident	\$	\$	\$	\$

**SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)**

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned <b>SUBJECT TO AUDIT</b>
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

This endorsement forms a part of the policy to which attached,  
effective on the inception date of the policy unless otherwise stated herein.

Countersigned by



Named Insured: <b>NATIONAL PRESTO INDUSTRIES, INC.</b>	Effective Date of Change <b>6-1-78</b>	Policy No. <b>37 AL 192820 SRA</b>
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**SECTION 1—ELIMINATE CAR(S)**—The insurance terminates on the automobile(s) described in the policy, as car(s) No. 29. 1971 Chevrolet Station Wagon #15-6351C183240 - garaged in Alamogordo, New Mexico.

**SECTION 2—ADD CAR(S)**—The insurance applies on the following described automobile(s):

Rating Class,	Year,	Trade Name,	Body Type,	Identification No.,	Model,	Horse Power,	Symbol
CAR(S) 1							
CAR(S) 2							

COMMER. USE ONLY	CAR(S)	1	2	Entry No.	Radius of Use Within	50 Miles	150 Miles	300 Miles	Over 300 Miles	Actual Cost	New Cost	Purchased Mo. & Yr.	N	U

**SECTION 3—DRIVER INFORMATION—Private Passenger Automobile(s) Only**

NAME OF OPERATOR	BIRTH DATE MO./DAY/YR.	SEX		STUDENT AWAY		MARRIED		DR. TRAIN.		GOOD STUDENT		YRS. LIC.	% OF USE CAR NO.		DR. LIC. NO. (if required)
		M	F	Y	N	Y	N	Y	N	Y	N		1	2	
Add															
Elim.															

**SECTION 4—OTHER AMENDMENTS—(For Loss Payee Show: Car No., name & address of lienholder & due date of final payment)**

Rating Classification is changed to	Address of Named Insured is changed to
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**SECTION 5—COVERAGE and LIMITS CHANGES (Applies to all cars unless otherwise indicated)**

**PREMIUM**

As indicated by "X", a coverage is Included or Excluded or is Amended as to its limit of liability. The limit of the Company's liability for any such coverage shall be as stated below. Applies only to car(s) No.				Additional or Return Premium under Sections 1, 2, 4 or 5			
				Car 1		Car 2	
I	E	A	COVERAGES	LIMITS OF LIABILITY		Add'l	Return
			Bodily Injury Liability	thousand dollars each person thousand dollars each {occurrence (FA Form) accident (CA or AL Form)}		\$	\$
			Property Damage Liability	thousand dollars each {occurrence (FA or AL Form) accident (CA Form)}		\$	\$
			Medical Payments	dollars each person		\$	\$
			Comprehensive	\$ Actual Cash Value unless otherwise stated		\$	\$
			Fire, Lightning & Transportation	\$ Actual Cash Value unless otherwise stated		\$	\$
			Theft	\$ Actual Cash Value unless otherwise stated		\$	\$
			Collision	\$ Actual Cash Value less Car 1 } deductible Car 2 }		\$	\$
			Towing and Labor Costs	\$25 per disablement		\$	\$
			Family Protection	thousand dollars each person thousand dollars each accident		\$	\$

**SECTION 6—SCHEDULE OF INSTALLMENT PAYMENT (not applicable in Texas)**

C A R	Bodily Injury AA		Property Damage AP		Physical Damage AO		Payment Due	Payment Amount	Payment Due	Payment Amount	ENDT. No.
	1st Inst.	Other Inst.	1st Inst.	Other Inst.	1st Inst.	Other Inst.					
1	\$	\$	\$	\$	\$	\$	1	\$	4	\$	Total Endt. Prem. Additional Returned
2	\$	\$	\$	\$	\$	\$	2	\$	5	\$	
3	\$	\$	\$	\$	\$	\$	3	\$	6	\$	

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Countersigned by *Richard L. [Signature]*

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ENDORSEMENT NO. 2, COMPOSITE RATE, IS AMENDED IN PART TO READ AS FOLLOWS:

(A) THE AUDITED SALES, EXCLUDING INTERCOMPANY SALES,  
FOR THE CGL PART AND

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective **3-1-78** Policy No. **37 AL 192820 SRA** Endorsement No. **42**  
Named Insured **NATIONAL PRESTO INDUSTRIES, INC.**  
Additional Premium \$ Return Premium \$

	BI	PD
In Advance \$	\$	
1st Anniv. \$	\$	
2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by

  
(Authorized Representative)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

PHYSICAL DAMAGE PROVISION

IT IS AGREED THAT ENDORSEMENT NO. 41 IS AMENDED IN PART TO READ AS FOLLOWS:

"24 OTHER COMMERCIAL" - COLLISION \$200 DED.

"52 PRIVATE PASSENGER" - COLLISION \$200. DED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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

Endorsement effective 3-1-78

Policy No. 37 AL 192820 SRA

Endorsement No. 43

Named Insured NATIONAL PRESTO INDUSTRIES, INC.

Additional Premium \$

Return Premium \$

BI

PD


In Advance \$

1st Anniv. \$

2nd Anniv. \$

The Aetna Casualty and Surety Company  
The Standard Fire Insurance Company  
Hartford, Connecticut

Countersigned by



(Authorized Representative)



**PERSONAL INJURY PROTECTION ENDORSEMENT  
(KANSAS)**

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

**SCHEDULE OF BENEFITS — PERSONAL INJURY PROTECTION**

(a) Medical Expenses	\$2,000 per person
(b) Rehabilitation Expenses	\$2,000 per person
(c) Work Loss	\$ 650 per month maximum, 365 days maximum
(d) Essential Service Expenses	\$ 12 per day — 365 days maximum
(e) Funeral Expenses	\$1,000 per person
(f) Survivors' Loss	\$ 650 monthly earnings — per month maximum \$ 12 per day Essential Service Expenses — 365 days maximum

**SECTION I**

**PERSONAL INJURY PROTECTION COVERAGE**

The Company will pay in accordance with the Kansas Automobile Injury Reparations Act personal injury protection benefits for:

- a) medical expenses,
- b) rehabilitation expenses,
- c) work loss
- d) essential service expenses,
- e) funeral expenses, and
- f) survivors' loss

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the ownership, operation, maintenance or use of a **motor vehicle**.

**Exclusions**

This coverage does not apply:

- a) to **bodily injury** sustained by the **named insured** or any **relative** while occupying any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle**;
- b) to **bodily injury** sustained by any person operating the **insured motor vehicle** without the express or implied consent of the **named insured**;
- c) to **bodily injury** sustained by any person if such person
  - 1) causes such **bodily injury** to himself intentionally,
  - 2) is an intentional converter of a **motor vehicle** at the time such **bodily injury** is sustained,
  - 3) is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** unless such conduct occurred off the business premises, or
  - 4) is injured as a result of conduct in the course of loading or unloading a **motor vehicle** unless the conduct occurred while occupying such **motor vehicle**;
- d) to **bodily injury** sustained by any person other than the **named insured** if such person is the owner of a **motor vehicle** with respect to which security is required under the Kansas Automobile Injury Reparations Act;
- e) to **bodily injury** sustained by any person other than the **named insured** or any **relative**, not a resident of Kansas while not occupying the **insured motor vehicle**;

**Definitions**

When used in reference to this coverage:

"**bodily injury**" means **bodily injury**, sickness or disease, including death resulting therefrom;

"**eligible injured person**" means

- 1) the **named insured** or any **relative** who sustains **bodily injury** while occupying, or through direct physical contact with while not occupying, any **motor vehicle**, or

**ENDORSEMENT NO. 24**

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy or January 1, 1974 whichever is later.

- 2) any other person who sustains **bodily injury** while occupying the **insured motor vehicle** or through direct physical contact with the **insured motor vehicle** while not occupying any motor vehicle;

**"essential service expenses"** means appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the **bodily injury**, the **eligible insured person** would have performed for the benefit of himself or his family;

**"funeral expenses"** means funeral, burial or cremation expenses incurred;

**"insured motor vehicle"** means a **motor vehicle** of which the **named insured** is the owner and with respect to which a) the **bodily injury liability insurance of the policy** applies and for which a specific premium is charged, and b) the **named insured** is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act;

**"medical expenses"** means all reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, and also includes services recognized and permitted under the laws of Kansas for an **eligible injured person** who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs;

**"monthly earnings"** means 1) one-twelfth of the annual earnings, at the time the **bodily injury** was sustained, of an **eligible injured person** who is regularly employed or regularly self-employed, or 2) one-twelfth of the anticipated annual earnings of an **eligible injured person** who is not regularly employed or self-employed, or who is unemployed, from the time he would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed **eligible injured person** who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five (5) years preceding the year of his **bodily injury**, during which such person was employed;

**"motor vehicle"** means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle;

**"named insured"** means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household, and also includes the **"owner"**;

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

**"rehabilitation expenses"** means all reasonable expenses incurred for necessary psychiatric services, occupational therapy and such occupation training and retraining as may be reasonably necessary to enable the **eligible injured person** to obtain suitable employment;

**"relative"** means a spouse or any other person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**, or who usually makes his home in the same household but temporarily lives elsewhere;

**"survivor"** means a deceased **eligible injured person's** spouse, child under the age of eighteen (18) years, where his death resulted from a **bodily injury**;

**"survivors' loss"** means total allowances to all survivors for (1) loss after an **eligible injured person's** death of his **monthly earnings** and (2) **essential service expenses** incurred after his death, reduced by the amount of any expenses of the survivors which have been avoided by reason of his death;

**"work loss"** means loss during the **eligible injured person's** lifetime of **monthly earnings** due to his inability to engage in available and appropriate gainful activity, provided the **bodily injury** sustained is the proximate cause of such liability.

**"Any workmen's compensation law"** means the workmen's compensation act of Kansas, the United States longshoremen's and harbor workers' compensation act, the Federal employer liability acts, and any similar state or Federal law.

#### **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one person in any one **motor vehicle** accident is limited as follows:

1. **medical expenses** shall not include **rehabilitation expenses** and the maximum amount payable therefor shall not exceed two thousand dollars (\$2,000);
2. **rehabilitation expenses** shall not include **medical expenses** and the maximum amount payable therefor shall not exceed two thousand dollars (\$2,000);
3. for **work loss** the maximum amount payable (a) shall not exceed six hundred fifty dollars (\$650) per month for a period of no more than one (1) year after the date the **eligible injured person** first becomes unable to engage in available and appropriate gainful activity and (b) shall be limited to 85% of any such **work loss** unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. for **essential service expenses** incurred during the lifetime of the **eligible injured person** the maximum amount payable shall not exceed twelve dollar (\$12) per day for a period of not longer than three hundred sixty-five (365) days after the date such expenses are first incurred;
5. for **funeral expenses** the maximum amount payable shall not exceed one thousand dollars (\$1,000);
6. for **survivors' loss** the maximum amount payable shall not exceed six hundred fifty dollars (\$650) per month for the loss of **monthly earnings** of the **eligible injured person** and shall not exceed twelve dollars (\$12) per day for **essential service expenses**. All survivors' benefits shall be paid for a period of not longer than one (1) year after the **eligible injured person's** death, less the number of months such person received **work loss** prior to his death;

7. any amount payable by the Company under the terms of this coverage shall be reduced by the amount payable on account of such **bodily injury** under any workmen's compensation law.

#### Policy Period; Territory

This coverage applies only to accidents which occur on or after January 1, 1974 during the policy period

- a) in the state of Kansas, and
- b) with respect to the **named insured** or a **relative** outside the state of Kansas but within the United States of America, its territories, or possessions, or Canada.

#### Conditions

- A. 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 coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. No claim for personal injury protection benefits shall be made after two (2) years from the date of injury. If any **eligible injured person**, his legal representative or his survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative, or his survivors.
- C. Medical Reports, Proof of Claim. As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the **bodily injuries**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. Reimbursement and Subtraction. The Company's right of reimbursement, indemnity and subtraction shall be as follows:
  - 1) No subtraction from personal injury protection benefits shall be made because of the value of a claim in tort based on the same **bodily injury**, but after recovery of damages by judgment, settlement or otherwise is realized upon any such tort claim, a subtraction shall be made to the extent of the recovery, less reasonable attorney's fees and other reasonable expenses incurred in effecting the recovery, but only to the extent that the **eligible injured person** has recovered damages from the tortfeasor or his Company, which are duplicative of personal injury protection benefits payable. If personal injury protection benefits have already been received, the claimant shall repay to the Company out of any such recovery a sum equal to the benefits received, but no more than the recovery, exclusive of reasonable attorneys' fees and other reasonable expenses incurred in effecting the recovery, but only to the extent that the **eligible injured person** has recovered said damages from the tortfeasor or his Company which are duplicative of personal injury protection benefits received. The Company shall have a lien on such recovery to this extent. No recovery of damages by an **eligible injured person** or his estate shall be subtracted by the Company in calculating benefits due after such person's death resulting from a **bodily injury** for which the benefits were payable, and no recovery under K.S.A. 1973 Supp. 60 - 1903 shall be subtracted in calculating funeral benefits.
  - 2) The Company having a right of reimbursement under this section, if suffering loss from inability to collect such reimbursement out of payment received by an **eligible injured person** upon a tort claim, is entitled to indemnity from one who, with notice of the Company's interest, made such payment to the **eligible injured person** without making the **eligible injured person** and the Company joint payees, as their interest may appear, or without obtaining the Company's consent to different method of payment.
  - 3) In the event an **eligible injured person** or his legal representative is entitled to commence an action for pain, suffering, mental anguish, inconvenience or other non-pecuniary loss against an alleged tortfeasor under the provisions of section 17, and fails to commence an action against such tortfeasor within eighteen (18) months after the date of the accident resulting in the **bodily injury**, the Company upon giving thirty (30) days' written notice to such **eligible injured person** or his legal representative, shall have the right to commence an action against such third party, in its own name or in the name of the **eligible injured person** or his legal representative to recover the amount of the personal injury protection benefits paid pursuant to the provisions of this act to or for the benefit of such **eligible injured person**, but the prosecution or settlement of any such action without the consent of the **eligible injured person** or his legal representative shall be without prejudice to the **eligible injured person** or his legal representative to maintain an action against the third party.
  - 4) In lieu of commencing an action against the third party as provided in Subsection 3 where such third party was the insured under a policy of motor vehicle liability insurance at the time of the motor vehicle accident causing the **bodily injury**, the Company and the insurer of the third party may agree that the issue of liability for reimbursement and the amount thereof shall be decided by arbitration between the insurers.

- E. Other Insurance. If two (2) or more insurers or self-insurers are liable to pay personal injury protection benefits for the same **bodily injury** to any one (1) person, the maximum benefits payable shall be the total of the various maximum benefits provided by the Kansas Automobile Injury Reparations Act, and the Company shall be entitled to recover from each of the other insurers or self-insurers an equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.
- F. Payment of Benefits. Personal injury protection benefits payable under this policy shall be overdue if not paid within thirty (30) days after the Company is furnished written notice of the fact of a covered loss and of the amount of same, except that **work loss payable** under this policy shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished the Company. All over-due payments shall bear simple interest at the rate of eighteen percent (18%) per annum.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates the following conditions shall apply.

- a) Excess Insurance: Any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.
- b) Deduction From Uninsured Motorists Protection: Benefits provided under the Kansas Automobile Injury Reparations Act shall be deducted from any recovery received by an injured person under uninsured motorist coverage as provided by K.S.A. 40-284, or any amendments thereto.
- c) Conflict of Provisions: In the event that there is a conflict between the provisions of this endorsement and the provisions of the policy to which it is attached, the provisions of the policy are superseded by the provisions of this endorsement.
- d) Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

**BASIC PERSONAL INJURY PROTECTION ENDORSEMENT  
(KENTUCKY)**

E093a  
CP-05-101

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

**Section 1**

**PERSONAL INJURY PROTECTION COVERAGE**

The Company will pay, in accordance with Kentucky Revised Statutes Chapter 304, Sub Title 39, personal injury protection benefits for:

- |                                       |  |
|---------------------------------------|--|
| (a) <b>medical expense,</b>           | (d) <b>survivor's economic loss,</b>                 |
| (b) <b>work loss,</b>                 | (e) <b>survivor's replacement services loss, and</b> |
| (c) <b>replacement services loss,</b> | (f) <b>funeral expense</b>                           |

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the operation, maintenance or use of a **motor vehicle** as a vehicle.

**Exclusions**

This coverage does not apply:

- (a) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle**;
- (b) to **bodily injury** sustained by any **relative** while **occupying** any **motor vehicle** owned by such **relative** with respect to which the security required by the Kentucky Revised Statutes Chapter 304, Sub Title 39, is not in effect;
- (c) to **bodily injury** sustained by the **named insured** or any **relative**, who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39, while **occupying** or while a pedestrian through being struck by, any **motor vehicle**, other than the **insured motor vehicle**, with respect to which the security required under the Kentucky Revised Statutes Chapter 304, Sub Title 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained;
- (d) to **bodily injury** sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** unless such conduct occurs off the business premises;
- (e) to **bodily injury** sustained by any person arising from conduct in the course of loading or unloading any **motor vehicle** unless such conduct occurs while **occupying** such **motor vehicle**;
- (f) to **bodily injury** sustained by any person other than the **named insured** or any **relative** which arises from the operation, maintenance or use of a **motor vehicle** without a good faith belief that he is legally entitled to do so;
- (g) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** intentionally caused by such person or arising out of his intentionally attempting to cause **bodily injury**, and, if any person dies as a result of intentionally causing or attempting to cause **bodily injury** to himself, his survivor's are not entitled to any **survivor's economic loss** or **survivor's replacement services loss** benefits;
- (h) to **bodily injury** sustained by any pedestrian, other than the **named insured** or any **relative**, outside the Commonwealth of Kentucky;
- (i) to **bodily injury** sustained by any person, other than the **named insured** or any **relative** while **occupying** a **motor vehicle** which is regularly used in the course of the business of transporting persons or property and which is one of five or more **motor vehicles** under common ownership, or a **motor vehicle** owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies, if the accident occurs outside the Commonwealth of Kentucky;
- (j) to **bodily injury** sustained by any person arising out of the use of any **motor vehicle** while located as a residence or premises;
- (k) 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;
- (l) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (m) to **bodily injury** sustained by any person while **occupying** a motorcycle.

**Definitions**

When used in reference to this coverage:

"**bodily injury**" means bodily harm, sickness, disease, or death;

"**eligible injured person**" means

- (a) the **named insured** or any **relative** who sustains **bodily injury** while **occupying** or while a pedestrian through being struck by any **motor vehicle** provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39, he shall not be an **eligible injured person**, unless basic personal injury protection coverage has subsequently been purchased for such person under this policy, or

This endorsement forms a part of the policy to which attached, effective on July 1, 1975 or the inception date of the policy, whichever is later.

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(b) any other person who sustains **bodily injury** while **occupying** or while a pedestrian through being struck by, the insured **motor vehicle**, provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39, he shall not be an **eligible injured person**,

however, any rejection of tort limitations applicable solely to motorcycles shall not affect the status of any person as an **eligible injured person** with respect to any **motor vehicle** other than a motorcycle;

"**funeral expense**" means reasonable charges incurred for expenses in any way related to funeral, cremation or burial;

"**insured motor vehicle**" means a **motor vehicle** with respect to which:

(a) the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged, and

(b) the **named insured** is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Sub Title 39;

"**medical expense**" means reasonable charges incurred for reasonably needed products, services, and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required;

"**motor vehicle**" means a vehicle of a kind registered or required to be registered under Kentucky Revised Statutes;

"**named insured**" means the person or organization named in the declarations;

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

"**pedestrian**" means a person who is not **occupying** a **motor vehicle** at the time the injury occurs;

"**relative**" means the spouse and any person related to the **named insured** by blood, marriage or adoption including a minor in the custody of the **named insured**, spouse or such related person who is a resident of the same household as the **named insured**, whether or not temporarily residing elsewhere, but does not include any such person who is a named insured under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Sub Title 39;

"**replacement services loss**" means expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the **eligible injured person** would have performed, not for income, but for the benefit of himself or his family if he had not been injured;

"**survivor**" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person;

"**survivor's economic loss**," means loss after the **eligible injured person's** death of contributions of things of economic value to his **survivors**, not including services they would have received from the **eligible injured person** had he not suffered the fatal injury, less expenses of the **survivors** avoided by reason of **eligible injured person's** death;

"**survivor's replacement services loss**" means expenses reasonably incurred by **survivors** after the **eligible injured person's** death in obtaining ordinary and necessary services in lieu of those the **eligible injured person** would have performed for their benefit had he not suffered the fatal injury, less expenses of the **survivors** avoided by reason of the **eligible injured person's** death and not subtracted in calculating **survivor's economic loss**;

"**work loss**" means loss of income from work the **eligible injured person** would probably have performed if he had not been injured, and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income from substitute work actually performed by him.

#### **Policy Period; Territory**

This coverage applies only to accidents which occur on or after July 1, 1975 during the policy period and within the United States of America, its territories or possessions, or Canada.

#### **Limits of Liability**

Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, claims made on **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:

1. the maximum amount payable for **work loss**, **replacement services loss**, **survivor's economic loss**, and **survivor's replacement services loss** shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that if the **eligible injured person's** earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;
2. the maximum amount payable for **funeral expense** shall not exceed \$1,000.

Any amount payable by the Company under the terms of this coverage shall be reduced by any applicable deductible set forth in the declarations, but only with respect to **bodily injury** sustained by the **named insured** or any **relative**, provided that, if two or more such persons sustain **bodily injury** in the same **motor vehicle** accident, such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that, a **named insured** or **relative** is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 39.

In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:

1. all benefits or advantages a person receives or is entitled to receive from social security and workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid;
2. any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under social security or workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the Company reasonable proof of a lower value of the income tax advantage.

#### Conditions

- A. **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 coverage.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable.
- C. **Medical Reports; Proof of Claim.** As soon as practicable, the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the **bodily injury**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examination by physicians selected by the Company when and as often as the Company may reasonably require.
- D. **Subrogation.** Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. **Reimbursement and Trust Agreement.** Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39, in the event of any payment to any person under this coverage:
  1. 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, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  2. 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 such **bodily injury**;
  3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. **Non-Duplication of Benefits; Priority of Payments; Other Insurance.**

No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans. In the event an **eligible injured person** has other similar insurance, including approved self-insurance plans, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, 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 limit of liability of this coverage and such other insurance.

#### Section II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the protection against uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**;
- (b) any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

#### Section III

##### Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

### Notice to Policyholders

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Sub Title 39, places some limitations on your right to bring suit for bodily injury. KRS 304.39-060 reads in part:

- (1) Any person who registers, operates, maintains or uses a motor vehicle on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such motor vehicle and use of the public roadways, be deemed to have accepted the provisions of this act, and in particular those provisions which are contained in this section.
- (2) (a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance, or use of a motor vehicle is "abolished" for damages because of bodily injury, sickness or disease to the extent the basic reparation benefits provided in this Act are payable therefor, or that would be payable but for any deductible authorized by this Act, under any insurance policy or other method of security complying with the requirements of this Act, except to the extent non-economic detriment qualifies under subsection (2)(b) hereof.  
  
(b) In any action of tort brought against the owner, registrant, operator or occupant of a motor vehicle with respect to which security has been provided as required in this Act, or against any person or organization legally responsible for his acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of bodily injury, sickness or disease arising out of the ownership, maintenance, operation or use of such motor vehicle only in the event that the benefits which are payable for such injury as "medical expense" or which would be payable but for any exclusion or deductible authorized by this Act exceed \$1,000, or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a weight-bearing bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death. Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1,000.  
  
(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a motor vehicle within subsection (1) of this section.
- (4) Any person may refuse to consent to the limitations of his tort rights and liabilities as contained in this section. Such rejection must be in writing in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any motor vehicle accident for which such rejection is to apply . . . . ."

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for bodily injury.



The Company agrees with the named insured, subject to the provisions of this endorsement, and all provisions of the policy except where modified herein:

## SECTION I

**PERSONAL INJURY PROTECTION Coverage**

The Company will pay the following benefits for loss and expense incurred because of bodily injury caused by accident and involving a motor vehicle:

- (a) medical expense benefits to or on behalf of each injured person;
- (b) income continuation benefits to or on behalf of each injured person who at the time of the accident was an income producer;
- (c) essential services benefits to or on behalf of each injured person who at the time of the accident was not an income producer.

**Exclusions**

This insurance does not apply:

- (a) to bodily injury sustained by any person
  - (1) who intentionally causes the motor vehicle accident; or
  - (2) while operating or voluntarily riding in a motor vehicle known by him to be stolen; or
  - (3) while in the commission of a felony or fleeing or attempting to elude a police officer;
- (b) to bodily injury sustained by any person while occupying a motor vehicle which is located for use as a residence or premises;
- (c) to bodily injury sustained by the named insured or any relative while occupying, or while a pedestrian through being struck by any motor vehicle owned by the named insured or furnished or available for the named insured's regular use and which is not an insured motor vehicle;
- (d) to bodily injury sustained by any relative while occupying, or while a pedestrian through being struck by any motor vehicle owned by such relative which is not an insured motor vehicle;
- (e) to bodily injury sustained by any person while occupying a motor vehicle other than the insured motor vehicle under this policy, or while a pedestrian struck by any motor vehicle other than the insured motor vehicle if such motor vehicle has the coverage required under Section 539 of Article 48A of the Annotated Code of Maryland in effect;
- (f) to bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing;
- (g) to bodily injury resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear material.

**Definitions**

When used in reference to this insurance:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"essential services benefits" means reimbursement for necessary and reasonable payments made to others, not members of the injured person's household, incurred within three years from the date of the accident for essential services ordinarily performed by the injured person, for care and maintenance of his family or family household;

"funeral services" means funeral, burial, or cremation services;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from businesses or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services;

"income continuation benefits" means payment for loss of gross income incurred within three years from the date of the accident;

"income producer" means a person who at the time of the accident was in an occupational status where he was earning or producing income;

"injured person" means

- (a) the named insured or any relative who sustains bodily injury in any motor vehicle accident;
- (b) any other person who sustains bodily injury (1) while occupying the insured motor vehicle as a guest or passenger, or (2) while using the insured motor vehicle with the express or implied consent of the named insured, or (3) while a pedestrian through being struck by the insured motor vehicle;

"insured motor vehicle" means a motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"medical expense benefits" means payment for all reasonable expenses arising from the accident and incurred within three years from the date of the accident for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, and professional nursing services and funeral services;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations and if an individual, includes his spouse if a resident of the same household;

(continued on reverse)

This endorsement forms a part of the policy to which attached.

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

"pedestrian" means any person not occupying a motor vehicle, including an individual in, on, or alighting from any other vehicle operated by animal or muscular power, or on or alighting from an animal;

"relative" means a person related to the named insured by blood, marriage or adoption who is a resident of the same household and includes the named insured's unmarried and unemancipated children, while away from his household attending school or while in military service.

#### **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal injury protection benefits is limited as follows:

1. The total aggregate amount payable by the Company to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident shall not exceed \$2500.00 for medical expense benefits, income continuation benefits and essential services benefits.
2. Benefits payable by the Company under the terms of this insurance to or on behalf of an injured person shall be reduced to the extent that benefits therefor are paid to or on behalf of the injured person under any workmen's compensation law of any state or the Federal Government;

#### **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.

### **CONDITIONS**

This insurance is subject to the following additional conditions:

1. **Notice.** In the event of an accident, written notice containing details sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable.
2. **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 endorsement.
3. **Medical Reports; Proof of Claim.** As soon as practicable, within a period not to exceed 6 months after the date of the accident, the injured person, or someone on his behalf, shall submit to the Company written proof of claim including full particulars of the nature and extent of the injuries and treatment received and contemplated and such other information as may assist the Company in determining the amount due and payable. If benefits for loss of wages or salary (or in the case of the self-employed, their equivalent) are claimed, the person presenting such claim shall authorize the Company to obtain details of all wage or salary payments or their equivalent, paid to him by any employer or earned by him since the time of the bodily injury or during the year immediately preceding the date of the accident. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require, and he or in the event of his death or incapacity, his legal representative shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

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 person making claim shall submit to examination under oath by any person named by the Company as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an injured person who has received benefits under this insurance and such person subsequently claims a recurrence of the bodily injury for which the original claim was made, such injured person or someone on his behalf shall be required to submit to the Company reasonable medical proof of such recurrence.

4. **Prompt Payment of Claims.** Payments of personal injury protection benefits shall be made promptly and within thirty days after satisfactory proof of claim has been submitted to the Company.
5. **Other Insurance.** With respect to the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by a motor vehicle not insured as required under Article 48A, Section 539 and 541 of the Maryland Code:
  - (1) If there is no other available personal injury protection coverage with respect to such bodily injury, the benefits payable for such coverage under this policy with respect to such bodily injury shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle,
  - (2) If there is other personal injury protection coverage available with respect to such bodily injury, the aggregate maximum amount payable under this and all other policies as personal injury protection benefits shall not exceed the highest applicable limit of liability for such coverage under any one of such policies, provided that such aggregate maximum amount shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle. This reduction shall not be applicable to benefits paid or payable under any uninsured motorists coverage or by the Maryland Unsatisfied Claim and Judgment Fund. The Company shall not be liable under this policy for a greater proportion of such benefits than the applicable limit of liability stated in this policy bears to the sum of the applicable limits of liability for such coverage under this policy and such other policies.

### **SECTION II**

It is further agreed that any Automobile Medical Payments Insurance afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person.

## MICHIGAN PERSONAL INJURY PROTECTION ENDORSEMENT (PERSONAL PROTECTION INSURANCE)

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION I

#### PERSONAL INJURY PROTECTION

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each **eligible injured person** or his **dependent survivors**, personal protection benefits consisting of

- (a) **allowable expenses**,
- (b) **work loss**, and
- (c) **survivors' loss**

as a result of **bodily injury** caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a **motor vehicle** as a **motor vehicle**.

#### Exclusions

This insurance does not apply

- (a) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** intentionally caused by him to himself or to another;
- (b) to **bodily injury** sustained by any person while using a **motor vehicle** which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such **motor vehicle**;
- (c) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, while not **occupying** any **motor vehicle**, if the accident occurs outside the State of Michigan;
- (d) to **bodily injury** sustained by the **named insured** while **occupying**, or through being struck by while not **occupying**, any **motor vehicle** owned or registered by the **named insured** and which is not an **insured motor vehicle**;
- (e) to **bodily injury** sustained by any **relative** while **occupying**, or through being struck by while not **occupying**, any **motor vehicle** if such **relative** is the owner or registrant of such **motor vehicle** and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
- (f) to **bodily injury** sustained by an owner or registrant of a **motor vehicle** involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect;
- (g) to **bodily injury** sustained by any **relative**, if such **relative** is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;
- (h) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, if such person is entitled to personal protection benefits as a named insured or relative under the terms of any other policy with respect to such coverage;
- (i) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, while **occupying**, or through being struck by while not **occupying**, any **motor vehicle**, other than an **insured motor vehicle**, which is being operated by the **named insured** or **relative** if the owner or registrant of such **motor vehicle** has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;

This endorsement forms a part of the policy to which attached, effective on October 1, 1973 or the inception date of the policy, whichever is later.

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- (j) to **bodily injury** sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked **motor vehicle** unless
  - 1. the **motor vehicle** was parked in such a way as to cause unreasonable risk of the **bodily injury** which occurred, or
  - 2. such **bodily injury** was a direct result of physical contact with
    - a. equipment permanently mounted on such **motor vehicle** while such equipment was being operated or used, or
    - b. property being lifted onto or lowered from such **motor vehicle** in the loading or unloading process, or
  - 3. such **bodily injury** was sustained by a person while **occupying** such **motor vehicle**;
- (k) to **bodily injury** sustained by any person while **occupying** a **motor vehicle** located for use as a residence or premises;
- (l) to **bodily injury** sustained by any person while **occupying** a public or livery conveyance for which security is maintained as required by Chapter 31 of the Michigan Insurance Code, unless such conveyance is an **insured motor vehicle**;
- (m) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** a **motor vehicle** owned or registered by the employer of the **named insured** or such **relative** for which security is maintained as required by Chapter 31 of the Michigan Insurance Code;
- (n) with respect to **work loss** and **survivors' loss**, to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, while **occupying** any **motor vehicle**, other than the **insured motor vehicle**, which is being operated by the **named insured** or any **relative** outside the State of Michigan if neither the owner nor the registrant of such **motor vehicle** is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code;

#### Definitions

When used in reference to this insurance:

"**allowable expenses**" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an **eligible injured person's** care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices;

"**bodily injury**" means accidental bodily injury, sickness or disease, including death resulting therefrom;

"**dependent survivors**" means

- (a) the surviving spouse of the deceased **eligible injured person** if residing in the same household at the time of death, or if dependent upon such deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;
- (b) any person who was dependent upon the deceased **eligible injured person** at the time of such **eligible injured person's** death, but only while such other person is
  - 1. under the age of 18 years, or
  - 2. physically or mentally incapacitated from earning, or
  - 3. engaged full-time in a formal program of academic or vocational education or training;

"**eligible injured person**" means

- (a) the **named insured** or any **relative** who sustains **bodily injury** in an accident involving a **motor vehicle**;
- (b) any other person who sustains **bodily injury**
  - 1. while **occupying** the **insured motor vehicle**, or
  - 2. while not **occupying** any **motor vehicle** as a result of an accident involving the **insured motor vehicle**, or
  - 3. as the result of an accident involving any other **motor vehicle**
    - (i) which is being operated by the **named insured** or a **relative**, and
    - (ii) to which the bodily injury liability insurance of the policy applies;

"**income**" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

"**insured motor vehicle**" means a **motor vehicle** with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the **named insured** is required to maintain security under Chapter 31 of the Michigan Insurance Code;

"**motor vehicle**" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

"**named insured**" means the person or organization named in the declarations;

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

"**relative**" means a person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**;

"**survivors' loss**" means loss sustained during the first 3 years after the date of the accident by **dependent survivors** because of the death of an **eligible injured person** and consisting of

- (a) contributions of tangible things of economic value, not including services, that such **dependent survivors** would have received for support during their dependency from the deceased had he not sustained the **bodily injury** causing death, and
- (b) expenses reasonably incurred by such **dependent survivors** during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the **bodily injury** causing death;

"**work loss**" means loss sustained during the first 3 years after the date of the accident consisting of

- (a) loss of **income** the **eligible injured person** would have earned had he not sustained **bodily injury**; and
- (b) reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained **bodily injury**, the **eligible injured person** would have performed not for **income** but for the benefit of himself or his dependent,

but **work loss** does not include any loss after the date on which the **eligible injured person** dies.

#### **Policy Period; Territory**

This insurance applies only to accidents which occur on or after October 1, 1973 and during the policy period and within the United States of America, its territories or possessions, or Canada.

#### **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains **bodily injury** in any one **motor vehicle** accident is limited as follows:

1. **allowable expenses** shall not include charges for hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the **eligible injured person** requires special or intensive care;
2. the maximum amount payable for funeral and burial expenses shall not exceed \$1,000;
3. the maximum amount payable for all **work loss** sustained in any single 30 day period, and any **income** earned from work performed by the **eligible injured person** within the same 30 day period, together shall not exceed \$1,000 or whatever other amount is established under Section 3107(b) of Chapter 31 of the Michigan Insurance Code, and such amount shall apply pro rata to any lesser period of **work loss**, provided that
  - (a) the maximum amount payable for loss of **income** because of **work loss** shall not exceed 85% of such loss of **income**, unless the **eligible injured person** presents to the Company reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply;
  - (b) the maximum amount payable for **work loss**, other than loss of income, incurred by the **eligible injured person** shall not exceed \$20 per day;
4. the maximum amount payable for **survivors' loss**, because of the death of an **eligible injured person**, sustained in any single 30 day period shall not exceed \$1,000, provided that the maximum amount payable for **survivors' loss** because of reasonable expenses incurred by such **eligible injured person's dependent survivors** shall not exceed \$20 per day;
5. any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under
  - (a) the laws of any state or federal government;
  - (b) any elective deductible set forth in the declarations of this policy, provided that such deductible shall apply only to the **named insured** and any **relative**.

#### **Conditions**

- A. **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 endorsement, provided further that an action for recovery of personal protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the Company within 1 year after the accident or unless the Company has previously made a payment of personal protection benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent **allowable expense, work loss** or **survivors' loss** has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced.

- B. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical or mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

If requested by the Company, such **eligible injured person**, someone on his behalf or his employer shall furnish a sworn statement of earnings by such **eligible injured person** since the date of the accident and for a reasonable time prior to the accident.

- C. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable.

If any **eligible injured person, dependent survivor** or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person, dependent survivor** or legal representative.

- D. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment of benefits to any person under this insurance, if such person is legally entitled to recover such benefits,

(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 right of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer, or a court having jurisdiction in the matter;

(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 such **bodily injury**;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) 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.

- E. **Multiple Policies; Non-Duplication of Benefits.** Regardless of the number of **motor vehicles** insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

If any **eligible injured person** is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

## SECTION II

In consideration of the insurance afforded under Section I of this endorsement and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage afforded under this policy is deleted except with respect to any vehicle for which security is not required to be maintained by Chapter 31 of the Michigan Insurance Code.

## Section III

The premium for the policy is based on rates which have been established in reliance upon the limitation upon the right to recover for damages under the provisions of Chapter 31 of the Michigan Insurance Code. If a court of competent jurisdiction declares or enters a judgement, from which there is no appeal, the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to review by the Commissioner of Insurance. In the event the named insured elects to delete any coverage as a result of such declaration of judgement, any resulting refund of premium shall be computed on a pro-rata basis.

**MICHIGAN COMBINATION ENDORSEMENT**  
**MICHIGAN PROPERTY PROTECTION INSURANCE**

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

**PROPERTY PROTECTION COVERAGE**

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for **damage** to tangible property caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of the **insured motor vehicle** as a **motor vehicle**.

**Exclusions**

This insurance does not apply to **damage** to

- (a) any property while the **insured motor vehicle** is located for use as a residence or premises;
- (b) the property of any person while such person is using the **insured motor vehicle** without the express or implied consent of the **named insured**;
- (c) any property owned by the **named insured** or a **relative** if such **named insured** or **relative** was the owner, registrant or operator of a vehicle involved in the **motor vehicle** accident out of which the property **damage** arose;
- (d) any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an **insured motor vehicle** but is damaged by an **insured motor vehicle** and is parked in such a way as not to cause unreasonable risk of the **damage** which occurred;
- (e) any property suffered or caused intentionally by the claimant;
- (f) any property as a result of an accident involving a **motor vehicle** not owned by the **named insured** or any **relative** which being operated by the **named insured** or any **relative** to the extent that security as required under Chapter 31 of the Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such **motor vehicle**;
- (g) any property accepted for transportation by a **named insured** who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security provided for such property or would be provided except for the application of a deductible;

**Definitions**

When used in reference to this insurance;

**"damage"** means accidental physical injury to or destruction of tangible property including the loss of use of such injured or destroyed property;

**"insured motor vehicle"** means

- (a) a **motor vehicle** owned by the **named insured** with respect to which
  1. the property damage liability insurance of the policy applies and for which a specific premium is charged, and
  2. the **named insured** is required to maintain security under Chapter 31 of the Michigan Insurance Code, or
- (b) a **motor vehicle** operated by the **named insured** or any **relative** which is not owned by such **named insured** or **relative** and to which the property damage liability insurance of the policy applies;

**"motor vehicle"** means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

**"named insured"** means the person or organization named in the declarations;

**"relative"** means a person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**.

This endorsement forms a part of the policy to which attached, effective on October 1, 1973 or the inception date of the policy, whichever is later.

**ENDORSEMENT NO. 28**

### Policy Period; Territory

This insurance applies only to accidents which occur on or after October 1, 1973 and during the policy period in the State of Michigan.

### Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this insurance applies, the total limit of the Company's liability under this policy for all **damage** arising from one accident shall not exceed \$1,000,000.

Subject to the foregoing, the Company's liability for property protection benefits shall not exceed the lesser of reasonable costs or replacement costs less depreciation and, where applicable, the value of loss of use.

### Conditions

- A. **Action Against the Company.** No action shall lie against the Company unless, as a condition precedent thereto, there has been full compliance with all the terms of this endorsement, provided further that an action for recovery of property protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **damaged** property, and reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of the person who sustains loss to the Company or any of its authorized agents as soon as practicable.
- C. **Duties in Event of Loss.** In the event of loss
  - (a) the property shall be protected and any further loss due to failure to protect shall not be recoverable under this insurance; however, reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;
  - (b) within a reasonable time after loss, sworn proof of loss in such form and including such information as the Company may reasonably require shall be filed with the Company and, upon the Company's request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
- D. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any 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 result from the exercise of any right of recovery of such person against any person or organization legally responsible for the property **damage** because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such property **damage**, his agent, his insurer, or a court having jurisdiction in the matter;
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against any other person or organization because of such **damage**;
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure such rights and obligations of such person and the Company established by this provision.
- E. **Multiple Policies; Non-Duplication of Benefits.** Regardless of the number of **motor vehicles** insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall receive duplicate benefits for the same expenses or loss.

### PHYSICAL DAMAGE INSURANCE AMENDATORY ENDORSEMENT

It is agreed that any Physical Damage insurance afforded by this policy does not apply to the extent that Property Protection insurance benefits are paid or payable, under this or any other policy, as required by Chapter 31 of the Michigan Insurance Code.



## PERSONAL INJURY PROTECTION ENDORSEMENT (Minnesota)

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION I

#### PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the Minnesota no-fault automobile insurance act, personal injury protection benefits for

- (a) **medical expenses,**
- (b) **work loss,**
- (c) **essential services expenses,**
- (d) **funeral expenses and**
- (e) **survivors' loss**

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the maintenance or use of a **motor vehicle** as a vehicle, or of a motorcycle.

#### Exclusions

This coverage does not apply:

- (a) to **bodily injury** sustained by the **named insured** or any **relative** arising out of the maintenance or use of any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle**;
- (b) to **bodily injury** sustained by any **relative** arising out of the maintenance or use of any **motor vehicle** owned by such **relative** with respect to which the security required by the Minnesota no-fault automobile insurance act is not in effect;
- (c) to **bodily injury** sustained by any **relative** if such **relative** is entitled to personal injury protection coverage as a self-insured or as a **named insured** under the terms of any other policy with respect to such coverage;
- (d) to **bodily injury** sustained by any person, other than the **named insured** or **relative**, if such person is entitled to personal injury protection coverage as a self-insured or as a **named insured** or **relative** under the terms of any other policy with respect to such coverage;
- (e) to **bodily injury** sustained by any person arising out of the maintenance or use of a **motor vehicle**, other than the **insured motor vehicle**,
  - 1) being used in the business of transporting persons or property, or
  - 2) furnished by the employer of the **named insured** or **relative**,if with respect to such vehicle the security required by the Minnesota no-fault automobile insurance act is in effect, provided that such **bodily injury** is sustained while not **occupying** another involved **motor vehicle**;
- (f) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** intentionally caused by such person or arising out of his intentionally attempting to cause

**bodily injury**, and, if any person dies as a result of intentionally causing or attempting to cause **bodily injury** to himself, his survivors are not entitled to any survivors' loss benefits;

- (g) to **bodily injury** sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor;
- (h) to **bodily injury** sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining **motor vehicles** unless such conduct occurs off the business premises;
- (i) to **bodily injury** sustained by any person if such injury arises out of conduct in the course of loading or unloading any **motor vehicle** unless the conduct occurs while such person is **occupying** such **motor vehicle**;
- (j) to **bodily injury** sustained by any person while **occupying** a motorcycle;
- (k) to personal injury protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an **eligible injured person** as a result of any one accident;
- (l) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, arising out of the maintenance or use by such person of a **motor vehicle** without a good faith belief that he is legally entitled to use such **motor vehicle**;
- (m) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, while a pedestrian through being struck by the **insured motor vehicle**, if the accident occurs outside the State of Minnesota;
- (n) to **bodily injury** sustained by any person arising out of the maintenance or use of a **motor vehicle** while located for use as a residence or premises;
- (o) 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;
- (p) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (q) with respect to **work loss, essential services expenses, and survivors' loss**, to **bodily injury** sustained by any person, other than the **named insured** or **relative**, while **occupying** any **motor vehicle**, not owned by the **named insured** or **relative**, which is being operated by the **named insured** or **relative**;

This endorsement forms a part of the policy to which attached, effective on January 1, 1975 or the inception date of the policy, whichever is later.

ENDORSEMENT NO. 29

when used in reference to this coverage:

**"bodily injury"** means bodily injury, sickness or disease including death at any time resulting therefrom;

**"eligible injured person"** means

- a) the named insured or any relative who sustains **bodily injury** while occupying, or while a pedestrian through being struck by, any **motor vehicle** or motorcycle;
- b) any other person who sustains **bodily injury** while occupying, or while a pedestrian through being struck by the **insured motor vehicle**;
- c) any other person who sustains **bodily injury** while occupying a motor vehicle not owned by, but operated by the **named insured** or **relative**, other than a public or livery conveyance, if the **bodily injury** results from the operation of the **motor vehicle** by the **named insured** or **relative**;

**"essential services expenses"** means expenses reasonably incurred during a period commencing 8 days after the date of the accident and during the **eligible injured person's** lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he not been injured, he would have performed not for income but for the direct benefit of himself or his household; if the non-fatally injured **eligible injured person** normally, as a full time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance, if greater than the expense incurred;

**"funeral expenses"** means reasonable expenses for professional funeral and burial services including expenses for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act;

**"insured motor vehicle"** means a **motor vehicle** with respect to which

- a) the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged, and
- b) the **named insured** is required to maintain security under the provisions of the Minnesota no-fault automobile insurance act;

**"medical expenses"** means all reasonable expenses incurred for necessary medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices, prescription drugs, necessary ambulance, hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an **eligible injured person** who relies upon spiritual means through prayer alone for healing in accordance with his religious belief;

**"motor vehicle"** means every vehicle, including a trailer, other than a motorcycle or other vehicle with fewer than four wheels, which

- a) is required to be registered pursuant to Minnesota Statutes, Chapter 168,
- b) is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property;

**"named insured"** means the person or organization named in the declarations;

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

to the named insured by blood, marriage or adoption, including a minor in the custody of the **named insured**, spouse or such related person who is a resident of the same household as the **named insured**, whether or not temporarily residing elsewhere;

**"survivors' loss"** means

- a) loss, in the event of the death of an **eligible injured person** occurring within one year from the date of the accident, of contributions of money or tangible things of economic value, not including services, that his surviving dependents would have received from him for their support during their dependency had he not suffered the fatal **bodily injury**, and
- b) expenses reasonably incurred by surviving dependents after the death of an **eligible injured person** in obtaining ordinary and necessary substitute services in lieu of those he would have performed for their benefit had he not suffered the fatal **bodily injury**; minus expenses of the surviving dependents avoided by reason of such death, provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he attains majority, marries or becomes otherwise emancipated, or dies;

**"work loss"** means 85% of loss of gross income resulting from the **eligible injured person's** inability to work, reduced by any income from substitute work actually performed by the **eligible injured person**, or by any income he would have earned in available appropriate substitute work which he was capable of performing but unreasonably failed to undertake.

#### **Policy Period; Territory**

This coverage applies only to accidents which occur on or after 1/1/75; during the policy period and within the United States of America, its territories or possessions, or Canada.

#### **Limits of Liability**

Regardless of the number of persons insured, policies or plans of self-insurance applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed \$30,000 in the aggregate and subject to such aggregate:

- (a) the maximum amount payable for **medical expenses** shall not exceed \$20,000;
- (b) the maximum aggregate amount payable for **work loss, essential services expenses, funeral expenses and survivors' loss** shall not exceed \$10,000 provided that:
  1. the maximum amount payable for **work loss** shall not exceed \$200.00 per week;
  2. the maximum amount payable for **essential services expenses** shall not exceed \$15.00 per day;
  3. the maximum amount payable for **funeral expenses** shall not exceed \$1,250;
  4. the maximum amount payable for **survivors' loss**

- (i) with respect to paragraph (a) of the definition of **survivors' loss** shall not exceed \$200. per week; and
- (ii) with respect to paragraph (b) of the definition of **survivors' loss** shall not exceed \$200. per week.

Any amount payable by the Company under the terms of this coverage shall be reduced by:

- (a) any amounts paid, payable or required to be provided on account of such **bodily injury** under any workmen's compensation law;
- (b) the amount of any deductible applicable to **medical expenses** set forth in the Schedule, but only with respect to **bodily injury** sustained by the **named insured** or by a **relative**, provided that, if two or more such persons sustain **bodily injury** in the same **motor vehicle** accident, the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in the Schedule and such amount shall be allocated equally among them;
- (c) the amount of any deductible applicable to **work loss** set forth in the Schedule but only with respect to **bodily injury** sustained by the **named insured** or any **relative**.

#### Conditions

- A. **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 coverage.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents within 6 months from the date of the accident. If an **eligible injured person**, his legal representative or his surviving dependents shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative or his surviving dependents.
- C. **Medical Reports; Proof of Claim; Rehabilitation Notice.** As soon as practicable, the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the **bodily injury**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examination by physicians selected by the Company when and as often as the Company may reasonably require. An **eligible injured person** who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than medical rehabilitation procedure or treatment, shall notify the Company that he has

undertaken the procedure, treatment, or training within 60 days after a rehabilitation expense exceeding \$1,000 has been incurred for the procedure, treatment, or training, unless the Company knows or has reason to know of the undertaking. If the **eligible injured person** does not give the required notice within the prescribed time, the Company is responsible only for \$1,000 or the expense incurred after the notice is given and within the 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

- D. **Subrogation.** Subject to any applicable limitations set forth in the Minnesota no-fault accident insurance act, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in the Minnesota no-fault accident insurance act, in the event of any payment to any person under this coverage:
  - 1. 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; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  - 2. 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 such **bodily injury**;
  - 3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - 4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. **Non-Duplication of Benefits; Other Insurance.** No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance including self-insurance. In the event the **eligible injured person** has other similar insurance including self-insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, 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 coverage and such other insurance.

## SECTION II

In consideration of the coverage afforded under Section I and adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor

vehicle insurance policy because of **bodily injury** sustained by an **eligible injured person**;

- (b) any Automobile Medical Payments Coverage afforded under this policy is deleted except with respect to any vehicle for which security is not required to be maintained by the Minnesota no-fault automobile insurance act.

## SECTION III

**Constitutionality Clause.** The premium for and the coverages of the policy have been established in reliance upon the provisions of the Minnesota no-fault automobile insurance act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such

act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.